

Des Moines Area Community College

## Open SPACE @ DMACC

---

Board of Directors Meeting Minutes

---

2-11-2008

### Board of Directors Meeting Minutes (February 11, 2008)

DMACC

Follow this and additional works at: <https://openspace.dmaccc.edu/boardminutes>

---

**Des Moines Area Community College  
Board of Directors  
Work Session**

**February 11, 2008 – 2:00 P.M.**

Eldon Leonard Boardroom  
2006 S Ankeny Blvd.  
Ankeny, IA 50023

**AGENDA**

- Call to Order
- Consideration of Tentative Agenda
- Review of Proposed FY 2009 Budget
- Adjournment

Board of Directors  
Des Moines Area Community College

BOARD WORK SESSION  
February 11, 2008

A work session of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus on February 11, 2008. Board Chair Joe Pugel called the meeting to order at 2:03 p.m.

ROLL CALL

Members present: Jim Crawford, *Jeff Hall\**, Kevin Halterman, Cheryl Langston, Joe Pugel, *Madelyn Tursi\**.

Members connected via telenet: Ben Norman, Wayne Rouse.

Members absent: Jim Knott.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Kim Linduska, Executive Vice President; Doug Williams, Vice President; Joe Robbins, Controller.

CONSIDERATION OF  
TENTATIVE AGENDA

Rouse moved; seconded by Crawford to approve the tentative agenda as presented.

Motion passed unanimously. Aye-Crawford, Halterman, Langston, Norman, Pugel, Rouse. Nay-none.

REVIEW OF FY 2009  
BUDGET

Doug Williams, Vice President, Business Services, presented the FY 2009 Proposed Budget.

*\* Hall arrives at 2:05; Tursi arrives at 2:40.*

PRESENTATION

Kim Linduska, Vice President of Academic Affairs, provided an overview of the strategic planning process.


ADJOURN

Tursi moved to adjourn; seconded by Langston.

Motion passed unanimously and at 4:10 pm, Board Chair Pugel adjourned the meeting. Aye-Crawford, Hall, Halterman, Langston, Norman, Pugel, Rouse, Tursi. Nay-none.



JOE PUGEL, Board Chair



CAROLYN FARLOW, Board Secretary

Board of Directors  
Des Moines Area Community College

Regular Board Meeting  
February 11, 2008 – 4:00 p.m.

Eldon Leonard Boardroom; Ankeny Campus

## Agenda

1. Call to order.
2. Roll call.
3. Consideration of tentative agenda.
4. Public comments.
5. Presentation: Wesley McComb, DMACC Student  
Kim Linduska, Executive Vice President of Academic Affairs
6. Consent Items.
  - a. Consideration of minutes from January 14, 2007 Public Hearing and Regular Board Meeting.
  - b. Human Resources report.
  - c. Consideration of payables.
7. Board Report 08-009. Authorization for Filing and Publication (not final approval) of the Proposed FY 2009 General and Plant Fund Budgets (Funds 1, 2 and 7) and establishment of a date for the Public Hearing on said budgets.
8. Board Report 08-010. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$110,000 aggregate principal amount of new jobs training certificates (**Gary W. Clem, Inc. dba Almaco Project #3**) of the Des Moines Area Community College.
9. Board Report 08-011. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$110,000 aggregate principal amount of new jobs training certificates (**Barilla America, Inc. Project #3**) of the Des Moines Area Community College.



10. Board Report 08-012. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$225,000 aggregate principal amount of new jobs training certificates (**Caleris, Inc.**) of the Des Moines Area Community College.
11. Board Report 08-013. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$45,000 aggregate principal amount of new jobs training certificates (**Cascade Lumber Company Project #2**) of the Des Moines Area Community College.
12. Board Report 08-014. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,585,000 aggregate principal amount of new jobs training certificates (**Deere Credit Services, Inc. Project #9**) of the Des Moines Area Community College.
13. Board Report 08-015. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$210,000 aggregate principal amount of new jobs training certificates (**The Gates Corporation Project #2**) of the Des Moines Area Community College.
14. Board Report 08-016. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$80,000 aggregate principal amount of new jobs training certificates (**Smith Jones, Inc. dba Midwest Mfg Co Project #3**) of the Des Moines Area Community College.
15. Board Report 08-017. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$75,000 aggregate principal amount of new jobs training certificates (**Newlink Genetics Corporation Project #2**) of the Des Moines Area Community College.
16. Board Report 08-018. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$340,000 aggregate principal amount of new jobs training certificates (**Pechiney Plastic Packaging, Inc.**) of the Des Moines Area Community College.

17. Board Report 08-019. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$135,000 aggregate principal amount of new jobs training certificates (**Phasient Learning Technologies, L.L.C.**) of the Des Moines Area Community College.
18. Board Report 08-020. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$290,000 aggregate principal amount of new jobs training certificates (**Goodrich Corporation dba Turbine Fuel Technologies Project #2**) of the Des Moines Area Community College.
19. Board Report 08-021. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,600,000 aggregate principal amount of new jobs training certificates (**Seabury & Smith, Inc. Project #2**) of the Des Moines Area Community College.
20. Board Report 08-022. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,430,000 aggregate principal amount of new jobs training certificates (**Sauer-Danfoss, Inc. Project #2**) of the Des Moines Area Community College.
21. Board Report 08-023. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$460,000 aggregate principal amount of new jobs training certificates (**Purfoods, LLC**) of the Des Moines Area Community College.
22. Board Report 08-024. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$2,035,000 aggregate principal amount of new jobs training certificates (**Pioneer Hi-Bred International, Inc.**) of the Des Moines Area Community College.
23. Board Report 08-025. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa for **Associated Builders & Contractors of Iowa**.
24. Board Report 08-026. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa for **Iowa Electrical Apprenticeship & Training Trust**.

25. Board Report 08-027. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa for **Painter & Allied Trades Joint Apprenticeship and Training Committee**.
26. Board Report 08-028. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **BGS Enterprise, L.L.C.**
27. Board Report 08-029. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Caleris, Inc. Project #2.**
28. Board Report 08-030. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **FAC Cooperative**.
29. Board Report 08-031. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Jacobson Holding Company, L.C.**
30. Board Report 08-032. Approval of ACT Agreement.
31. Board Report 08-033. Approval of Appointment of Representative to the Iowa Association of Community College Trustees.
32. Board Report 08-034. DMACC Building #5 Docket Expansion 2007 – Ankeny.
33. Presentation of financial report.
34. President's report.
35. Committee reports.
36. Board members' reports.
37. Closed Session – Collective Bargaining.
38. Information items:
  - March 7 – President's Day – Staff and Faculty In-Service; Ankeny Campus – All campuses closed.
  - March 10 – Joint Board Meeting/Heartland AEA, Ankeny campus, 4:00 p.m.
  - March 12 – PTK Recognition Program, West Des Moines Marriott; 6:00 p.m.
  - March 17-21 – Spring Break.
  - May 1 – Commencement for Ankeny, Newton, Urban and West Campuses, Vets Auditorium; 7:00 p.m.
  - May 2 – Boone Commencement; 10:00 a.m.
  - May 5 – Carroll Commencement, Carroll Senior High School; 6:00 p.m.
39. Adjourn.

Board of Directors  
Des Moines Area Community College

REGULAR BOARD  
MEETING  
February 11, 2008

The regular meeting of the Des Moines Area Community College Board of Directors was held at the Ankeny Campus on February 11, 2008. Board Chair Joe Pugel called the meeting to order at 4:11 p.m.

ROLL CALL

Members present: Jim Crawford, Jeff Hall, Kevin Halterman, Cheryl Langston, Joe Pugel, Madelyn Tursi.

Members connected via telenet: Jim Knott, Ben Norman.

Members absent: Wayne Rouse.

Others present: Rob Denson, President/CEO; Carolyn Farlow, Board Secretary; Greg Martin, Board Treasurer, faculty and staff.

CONSIDERATION OF  
TENTATIVE AGENDA

Langston moved; seconded by Halterman to approve the agenda.

Motion passed unanimously. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

PUBLIC COMMENTS

None.

CONSENT ITEMS

Halterman moved; seconded by Tursi to approve the consent items: a) Minutes from the January 14, 2008 Public Hearing and Regular Board Meeting; b) Human Resources report (Attachment #1); and c) Payables (Attachment #2).

Motion passed unanimously. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

APPROVE NEW JOBS  
TRAINING AGREEMENT

Halterman moved; seconded by Tursi to approve Item #8 through Item #22 as one consent item.

Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

*Gary W. Clem, Inc. dba  
Almaco Project #3*

Board Report 08-010. Attachment #3. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$110,000 aggregate principal amount of new jobs training certificates (**Gary W. Clem, Inc. dba Almaco Project #3**) of the Des Moines Area Community College.

*Barilla America, Inc.*  
*Project #3*

Board Report 08-011. Attachment #4. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$110,000 aggregate principal amount of new jobs training certificates (**Barilla America, Inc. Project #3**) of the Des Moines Area Community College.

*Caleris, Inc.*

Board Report 08-012. Attachment #5. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$225,000 aggregate principal amount of new jobs training certificates (**Caleris, Inc.**) of the Des Moines Area Community College.

*Cascade Lumber  
Company Project #2*

Board Report 08-013. Attachment #6. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$45,000 aggregate principal amount of new jobs training certificates (**Cascade Lumber Company Project #2**) of the Des Moines Area Community College.

*Deere Credit Services, Inc.*  
*Project #9*

Board Report 08-014. Attachment #7. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,585,000 aggregate principal amount of new jobs training certificates (**Deere Credit Services, Inc. Project #9**) of the Des Moines Area Community College.

*The Gates Corporation*  
*Project #2*

Board Report 08-015. Attachment #8. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$120,000 aggregate principal amount of new jobs training certificates (**The Gates Corporation Project #2**) of the Des Moines Area Community College.

*Smith Jones, Inc. dba  
Midwest Mfg Co Project #3*

Board Report 08-016. Attachment #9. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$80,000 aggregate principal amount of new jobs training certificates (**Smith Jones, Inc. dba Midwest Mfg Co Project #3**) of the Des Moines Area Community College.

*Newlink Genetics  
Corporation Project #2*

Board Report 08-017. Attachment #10. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$75,000 aggregate principal amount of new jobs training certificates (**Newlink Genetics Corporation Project #2**) of the Des Moines Area Community College.

*Pechiney Plastic  
Packaging, Inc.*

Board Report 08-018. Attachment #11. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$340,000 aggregate principal amount of new jobs training certificates (**Pechiney Plastic Packaging, Inc.**) of the Des Moines Area Community College.

*Phasient Learning  
Technologies, L.L.C.*

Board Report 08-019. Attachment #12. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$135,000 aggregate principal amount of new jobs training certificates (**Phasient Learning Technologies, L.L.C.**) of the Des Moines Area Community College.

*Goodrich Corporation dba  
Turbine Fuel Technologies  
Project #2*

Board Report 08-020. Attachment #13. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$290,000 aggregate principal amount of new jobs training certificates (**Goodrich Corporation dba Turbine Fuel Technologies Project #2**) of the Des Moines Area Community College.

*Seabury & Smith, Inc.  
Project #2*

Board Report 08-021. Attachment #14. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,600,000 aggregate principal amount of new jobs training certificates (**Seabury & Smith, Inc. Project #2**) of the Des Moines Area Community College.

*Sauer-Danfoss, Inc.  
Project #2*

Board Report 08-022. Attachment #15. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$1,430,000 aggregate principal amount of new jobs training certificates (**Sauer-Danfoss, Inc. Project #2**) of the Des Moines Area Community College.

*Purfoods, LLC*

Board Report 08-023. Attachment #16. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$460,000 aggregate principal amount of new jobs training certificates (**Purfoods, LLC**) of the Des Moines Area Community College.

*Pioneer Hi-Bred  
International, Inc.*

Board Report 08-024. Attachment #17. A resolution approving the form and content and execution and delivery of a New Jobs training agreement under **Chapter 260E**, Code of Iowa, instituting proceedings for taking of additional action for the issuance of new jobs training certificates, directing the publication of a notice of intention to issue not to exceed \$2,035,000 aggregate principal amount of new jobs training certificates (**Pioneer Hi-Bred International, Inc.**) of the Des Moines Area Community College.

PRESENTATION

Daryn McComb, DMACC Network Systems Analyst, and Wesley McComb, DMACC student, showed a DVD of the Symphony performing one of Wesley's compositions.

APPROVE SETTING  
PUBLIC HEARING DATE  
FOR FY2009 GENERAL  
AND PLANT FUND  
BUDGETS

Board Report 08-009. Tursi moved; seconded by Crawford recommending that the Board adopt a motion authorizing filing and publication of the proposed FY2009 General and Plant Fund Budgets (Funds 1, 2, and 7) and setting the public hearing on March 10, 2008.

Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

APPROVE RETRAINING  
OR TRAINING  
AGREEMENTS

Langston moved; seconded by Tursi to approve Item #23 through Item #29 as one consent item.

Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

*Associated Builders &  
Contractors of Iowa*

Board Report 08-025. Attachment #18. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Associated Builders & Contractors of Iowa**.

*Iowa Electrical  
Apprenticeship & Training  
Trust*

Board Report 08-026. Attachment #19. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Iowa Electrical Apprenticeship & Training Trust**.

*Painter & Allied Trades Joint  
Apprenticeship and Training  
Committee*

Board Report 08-027. Attachment #20. A resolution approving the form and content and execution and delivery of an Iowa Values Fund apprenticeship training agreement under **Chapter 260F**, Code of Iowa, for **Painter & Allied Trades Joint Apprenticeship and Training Committee**.

*BGS Enterprise, L.L.C.*

Board Report 08-028. Attachment #21. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **BGS Enterprise, L.L.C.**

*Caleris, Inc. Project #2*

Board Report 08-029. Attachment #22. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Caleris, Inc. Project #2**.

*FAC Cooperative*

Board Report 08-030. Attachment #23. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **FAC Cooperative**.

*Jacobson Holding  
Company, L.C.*

Board Report 08-031. Attachment #24. A resolution approving the form and content and execution and delivery of a retraining or training agreement under **Chapter 260F**, Code of Iowa, for **Jacobson Holding Company, L.C.**

APPROVAL OF ACT  
AGREEMENT

Board Report 08-032. Langston moved; seconded by Halterman recommending that the Board approve the ACT agreement and directing the President of the College to sign the agreement on behalf of Des Moines Area Community College.

Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.



APPROVAL OF  
APPOINTMENT OF  
REPRESENTATIVE TO  
THE IOWA ASSOCIATION  
OF COMMUNITY  
COLLEGE TRUSTEES

Board Report 08-033. Tursi moved; seconded by Langston recommending that the Board appoint Ben Norman as the representative to the Iowa Association of Community College Trustees (IACCT). Madelyn Tursi will remain as our alternate representative to IACCT.

Motion passed on a roll call vote. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

DMACC BUILDING #5  
DOCK EXPANSION 2007 –  
ANKENY

Board Report 08-034. Hall moved; seconded by Halterman recommending that the Board approve the release for payment of the final 5% retainage to Russell Construction.

Motion passed unanimously. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.

FINANCIAL REPORT

Doug Williams, Vice President, Business Services presented the January 2008 financial report as shown in Attachment #25 to these minutes.

COMMITTEE REPORTS

None.

CLOSED SESSION

It was announced that there was no need for a closed session.

ADJOURN

Knott moved to adjourn; seconded by Crawford.

Motion passed unanimously and at 4:50 pm, Board Chair Pugel adjourned the meeting. Aye-Crawford, Hall, Halterman, Knott, Langston, Norman, Pugel, Tursi. Nay-none.



JOE PUGEL, Board Chair

  
CAROLYN FARLOW, Board Secretary







# The Des Moines Register

## AFFIDAVIT OF PUBLICATION

COPY OF ADVERTISEMENT  
Exhibit "A"

STATE OF IOWA

SS

COUNTY OF POLK

The undersigned, being first duly sworn on oath, states that she/he is the

Accounting Specialist

*Kristi Morris*

of The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE DES MOINES REGISTER (Daily)

DES MOINES SUNDAY REGISTER

newspapers of general circulation printed and published in the City of Des Moines, Polk County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made a part of this affidavit, was printed and published in The Des Moines Register (daily) on the following dates

*Feb 14 2008*

Subscribed and sworn to before me by said affiant this *14* day of *February* *2008*

*Susan Hazelt*

Notary Public in and for Polk County, Iowa

SUSAN HAZELTON  
Notarial Seal - Iowa  
Commission # 223923  
My Commission Expires *8-10-08*

**AGENDA ITEM** Human Resources Report

**BACKGROUND**

**I. New Employee**

**A. Replacement Position**

- 1. Carpenter, Howard**  
Director, Program Development  
Success Center  
Annual Salary: \$71,250  
Effective: February 2008  
Continuing Contract

**II. Early Retirement**

- A. Chase, Hal**  
Professor, History  
Ankeny Campus  
Effective: May 5, 2008  
Benefit Payment Equals \$59,077 to be paid in two equal payments
- B. Drake, Janet**  
Coordinator, Continuing Ed  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$60,039 to be paid in two equal payments
- C. Hanssen, Joseph**  
Custodian  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$11,436 to be paid in two equal payments
- D. Jameson, John**  
Physical Plant Parts Clerk  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$19,500 to be paid in two equal payments

- E. Kecz, Brenda**  
Assistant Manager, Bookstore  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$27,725 to be paid in two equal payments
- F. Lawyer, Cathy**  
Librarian/Media Specialist  
Carroll Campus  
Effective: August 14, 2008  
Benefit Payment Equals \$67,264 to be paid in two equal payments
- G. Martin, Donald**  
Mail Dispatcher  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$8,975 to be paid in two equal payments
- H. Meredith, Sharon**  
Professor, Strive  
Ankeny Campus  
Effective: May 5, 2008  
Benefit Payment Equals \$57,573 to be paid in two equal payments
- I. Miller, Helen D.**  
Administrative Assistant 3  
Carroll Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$29,834 to be paid in two equal payments
- J. Olds, Rosemary**  
Professor, English  
Urban Campus  
Effective: May 5, 2008  
Benefit Payment Equals \$59,225 to be paid in two equal payments
- K. Pierce, Jeanne**  
Administrative Assistant 3  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$33,074 to be paid in two equal payments

- L. Robbins, Rosemary**  
Student Employment Specialist  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$32,795 to be paid in two equal payments
- M. Stone, Margaret**  
Coordinator, Iowa New Choices  
Boone Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$38,972 to be paid in two equal payments
- N. Sullivan, Penny**  
Professor, Graphic Arts  
Ankeny Campus  
Effective: May 5, 2008  
Benefit Payment Equals \$66,612 to be paid in two equal payments
- O. Tomb, Carol**  
Manager, Bookstore Operations  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$42,032 to be paid in two equal payments
- P. Wimp, James**  
Transportation Institute Program Specialist  
Ankeny Campus  
Effective: June 30, 2008  
Benefit Payment Equals \$27,946 to be paid in two equal payments
- Q. Whitehurst, Cal**  
Professor, Academic Achievement Center  
Ankeny Campus  
Effective: August 14, 2008  
Benefit Payment Equals \$75,982, to be paid in two equal payments

#### **RECOMMENDATION**

It is moved that the Board accepts the President's recommendation as to the above personnel actions.

Report: FWP 10  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 1

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Alliant Energy	415323	\$25,508.35	\$10,430.38	6190	Utilities	Utilities
			\$4,233.20	6190	Utilities	Utilities
			\$10,844.77	6190	Utilities	Utilities
Arrow Manufacturing Inc	415331	\$2,900.00	\$2,900.00	7100	Grow Iowa Values Fun	Furniture, Machinery
Bavarian Inn	415336	\$3,034.23	\$530.43	6321	Continuing Ed, 2 Day	Food
			\$2,503.80	6269	Continuing Ed, 2 Day	Other Services
BMI Broadcast Music Inc	415338	\$3,110.25	\$3,110.25	6269	Organization & Opera	Other Services
Bolton and Hay Inc	415342	\$2,860.20	\$2,860.20	6322	Hospitality Careers	Materials & Supplies
Bradley Tools and Fastene	415346	\$4,903.55	\$339.80	6322	Story County Academy	Materials & Supplies
			\$4,563.75	6322	Story County Academy	Materials & Supplies
Budgetext	415352	\$2,887.00	\$2,887.00	6520	Bookstore - West Cam	Purchases for Resale
BWB Marketing Services	415354	\$15,676.32	\$12,848.75	6120	Office of Dir, Marke	Printing/Reproductio
			\$2,827.57	6269	Office of Exec Dir,	Other Services
Cengage Learning	415368	\$18,500.50	\$17,779.50	6520	Bookstore - Urban Ca	Purchases for Resale
			\$721.00	6520	Bookstore - Urban Ca	Purchases for Resale
Dallas County Treasurer	415388	\$18,088.00	\$18,088.00	6210	Dallas County Farm O	Rental of Buildings
Dex Media	415401	\$11,397.98	\$11,397.98	6110	Office of Dir, Marke	Information Services
Digital Intelligence Syst	415402	\$6,315.74	\$1,339.42	6323	Equipment Replacemen	Minor Equipment
			\$3,250.86	6323	Equipment Replacemen	Minor Equipment
			\$1,117.84	6323	Program Development	Minor Equipment
			\$607.62	6322	Mechanical Maintenanc	Materials & Supplies
Fridley Theatres	415425	\$3,250.00	\$3,250.00	6511	Ticket Sales	Purchases for Resale
Glazers Distributors of I	415432	\$2,647.20	\$1,516.20	6518	Hospitality Careers	Gourmet Dinners

#2

Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Glazers Distributors of I	415432	\$2,647.20	\$1,131.00	6518	Hospitality Careers	Gourmet Dinners
Heartland Coop	415441	\$3,342.27	\$21.76	6322	Dallas County Farm O	Materials & Supplies
			\$104.98	6322	Dallas County Farm O	Materials & Supplies
			\$20.87	6322	Dallas County Farm O	Materials & Supplies
			\$1,622.01	6322	Dallas County Farm O	Materials & Supplies
			\$876.00	6322	Dallas County Farm O	Materials & Supplies
			\$1.91	6322	Dallas County Farm O	Materials & Supplies
			\$30.15	6322	Dallas County Farm O	Materials & Supplies
			\$501.17	6322	Dallas County Farm O	Materials & Supplies
			\$156.00	6322	Dallas County Farm O	Materials & Supplies
			\$1.91	6322	Dallas County Farm O	Materials & Supplies
			\$3.43	6322	Dallas County Farm O	Materials & Supplies
			\$2.08	6322	Dallas County Farm O	Materials & Supplies
Higher One	415447	\$5,279.80	\$5,279.80	6269	Student ID Card Syst	Other Services
Houghton Mifflin Company	415454	\$4,474.88	\$2,347.68	6520	Bookstore - Urban Ca	Purchases for Resale
			\$2,127.20	6520	Bookstore - Carroll	Purchases for Resale
Hy Vee Food Stores	415456	\$2,516.01	\$62.02	6321	Enrollment Managemen	Food
			\$203.22	6321	Office of Dir, Marke	Food
			\$1,167.10	6321	Continuing Ed, 2 Day	Food
			\$700.26	6321	Continuing Ed, 2 Day	Food
			\$342.00	6321	Office of Exec Dir,	Food
			\$41.41	6321	DMACC Pioneers	Food
Ikon Office Solutions	415459	\$3,589.98	\$3,450.00	6060	Duplicating Services	Maintenance/Repair o
			\$83.99	6322	Office of Dean, Indu	Materials & Supplies
			\$55.99	6322	Office of Exec Dean,	Materials & Supplies
John Wiley and Sons Inc	415477	\$9,033.05	\$3,439.42	6520	Bookstore - Ankeny	Purchases for Resale
			\$66.63	6230	Bookstore - Ankeny	Postage and Expediti
			\$3,057.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$2,470.00	6520	Bookstore - Boone	Purchases for Resale



Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
KCWI Television	415484	\$3,630.00	\$3,630.00	6110	Office of Dir, Marke	Information Services
Kreg Tool Company	415490	\$7,360.20	\$7,360.20	6269	Kreg Tool-Job Spec T	Other Services
Lean Training and Consult	415496	\$3,466.93	\$1,000.00	6015	Quality Assurance Tr	Consultant's Fees
			\$8.73	6480	Quality Assurance Tr	Travel-In State
			\$400.00	6015	Quality Assurance Tr	Consultant's Fees
			\$1,000.00	6015	Quality Assurance Tr	Consultant's Fees
			\$8.73	6480	Quality Assurance Tr	Travel-In State
			\$8.73	6480	Quality Assurance Tr	Travel-In State
			\$1,000.00	6015	Quality Assurance Tr	Consultant's Fees
			\$40.74	6480	Quality Assurance Tr	Travel-In State
Martin Brothers Distribut	415504	\$5,534.95	-\$552.59	6511	Cafeteria	Purchases for Resale
			-\$69.99	6511	Urban Cafeteria	Purchases for Resale
			\$634.87	6511	Urban Cafeteria	Purchases for Resale
			\$1,055.71	6511	Urban Cafeteria	Purchases for Resale
			\$470.55	6511	Urban Cafeteria	Purchases for Resale
			-\$19.10	6511	Cafeteria	Purchases for Resale
			\$399.55	6511	Urban Cafeteria	Purchases for Resale
			\$967.83	6511	Cafeteria	Purchases for Resale
			\$1,468.09	6511	Cafeteria	Purchases for Resale
			\$445.08	6511	Cafeteria	Purchases for Resale
			\$734.95	6511	Cafeteria	Purchases for Resale
McGraw Hill Companies	415510	\$22,103.80	-\$234.00	6520	Bookstore - Carroll	Purchases for Resale
			\$19,473.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$205.05	6230	Bookstore - Urban Ca	Postage and Expediti
			\$2,659.75	6520	Bookstore - Carroll	Purchases for Resale
Nebraska Book Company Inc	415532	\$23,967.25	\$540.00	6520	Bookstore - Carroll	Purchases for Resale
			\$9.43	6230	Bookstore - Carroll	Postage and Expediti
			\$23,417.82	6520	Bookstore - Boone	Purchases for Resale
News Printing Co	415533	\$3,618.46	\$112.13	6110	Office of Exec Dir,	Information Services

Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
News Printing Co	415533	\$3,618.46	\$1,373.85	6110	Office of Dir, Marke	Information Services
			\$322.20	6110	Office of Exec Dean,	Information Services
			\$186.38	6110	Office of Exec Dean,	Information Services
			\$255.60	6110	Office of Dir, Marke	Information Services
			\$1,368.30	6110	Office of Dir, Marke	Information Services
Orchard Place	415540	\$3,541.54	\$1,384.52	6015	MEPB-Des Moines Subc	Consultant's Fees
			\$2,157.02	6015	MEPB-Des Moines Subc	Consultant's Fees
Oxford University Press I	415543	\$11,366.53	\$2,558.40	6520	Bookstore - Urban Ca	Purchases for Resale
			\$61.84	6230	Bookstore - Urban Ca	Postage and Expediti
			\$8,634.60	6520	Bookstore - West Cam	Purchases for Resale
			\$111.69	6230	Bookstore - West Cam	Postage and Expediti
Pearson Education	415546	\$15,841.31	\$3,750.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,470.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$1,522.80	6520	Bookstore - Urban Ca	Purchases for Resale
			\$2,930.40	6520	Bookstore - Carroll	Purchases for Resale
			\$5,675.56	6520	Bookstore - Carroll	Purchases for Resale
			\$492.55	6520	Bookstore - Carroll	Purchases for Resale
Pioneer Hi Bred Internati	415552	\$319,514.00	\$319,514.00	6269	Pioneer Hi-Bred #4-J	Other Services
Pratt Audio Visual & Vide	415557	\$4,628.90	\$4,628.90	6323	Equip Replacement We	Minor Equipment
Record Printing Company	415576	\$2,680.00	\$2,680.00	6269	Record Printing #3-J	Other Services
Redstone Painting Co LLC	415577	\$11,456.07	\$11,456.07	6090	Iowa Energy Ctr Ener	Maintenance/Repair o
Securitas Security Servic	415594	\$9,823.53	\$9,823.53	6261	Office of the Dir, P	Contracted Security
Standard Insurance Compan	415606	\$48,429.77	\$18,638.75	2254	Fund 1 General Ledge	Long Term Disability
			\$15,402.80	2253	Fund 1 General Ledge	Basic Life Insurance
			\$1,567.43	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$7,776.78	2255	Fund 1 General Ledge	Misc Insurances Paya

Report: FWR 40  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 5

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Standard Insurance Compan	415606	\$48,429.77	\$1,148.80	2255	Fund 1 General Ledge	Misc Insurances Paya
			\$3,895.21	2255	Fund 1 General Ledge	Misc Insurances Paya
Triton Homes	415620	\$17,021.77	\$3,527.55	6269	Triton Homes-Job Spe	Other Services
			\$1,897.18	6269	Triton Homes-Traing	Other Services
			\$11,478.60	6269	Triton Homes-Job Spe	Other Services
			\$118.44	6269	Triton Homes-Traing	Other Services
Vaisala Inc	415627	\$5,530.00	\$5,530.00	6377	Iowa Energy Ctr Ener	Materials/Supplies f
VanWall Group	415630	\$11,000.00	\$11,000.00	7100	Equip Replacement Ph	Furniture, Machinery
Vista Higher Learning	415632	\$10,144.84	\$4,332.00	6520	Bookstore - West Cam	Purchases for Resale
			\$50.20	6230	Bookstore - West Cam	Postage and Expediti
			\$5,694.00	6520	Bookstore - Boone	Purchases for Resale
			\$68.64	6230	Bookstore - Boone	Postage and Expediti
DMACC	415666	\$3,483.50	\$1,344.50	6269	SEG-Whrilpool	Other Services
			\$139.00	6269	SEG-Whrilpool	Other Services
			\$2,000.00	6269	WIA-Adult	Other Services
American Funds	415714	\$20,500.00	\$20,500.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DLJSC	415716	\$20,500.00	\$20,500.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC Misc	415717	\$6,289.56	\$6,289.56	2299	Fund 1 General Ledge	Other Employee Deduc
DMACC Misc	415718	\$2,501.20	\$2,501.20	2299	Fund 1 General Ledge	Other Employee Deduc
Franklin Templeton	415719	\$7,000.00	\$7,000.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Massachusetts Fidelity Tr	415720	\$20,500.00	\$20,500.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Vanguard Group	415721	\$33,000.00	\$33,000.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Variable Annuity Life Ins	415722	\$16,583.22	\$16,583.22	2260	Fund 1 General Ledge	Tax Sheltered Annuit

Report: FWR40

Des Moines Area Community College

Page: 6

Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Event Decorators of Iowa	415734	\$2,632.62	\$2,632.62	6110	DSM-LVER	Information Services
Hewlett Packard	415738	\$14,943.00	\$3,953.91	6322	DSM-Wag-Pey	Materials & Supplies
			\$2,453.64	6322	DSM-UI	Materials & Supplies
			\$249.55	6322	DSM-PJ Admin	Materials & Supplies
			\$2,535.80	6322	DSM-PJ Basic	Materials & Supplies
			\$55.29	6322	DSM-Life Skills	Materials & Supplies
			\$249.55	6322	DSM-Food Stamp	Materials & Supplies
			\$115.07	6322	DSM-TAA	Materials & Supplies
			\$996.70	6322	DSM-NIC	Materials & Supplies
			\$996.70	6322	Boone-General Fund	Materials & Supplies
			\$548.41	6322	Newton-General Fund	Materials & Supplies
			\$497.61	6322	Ames-General Fund	Materials & Supplies
			\$298.86	6322	Newton-TAA	Materials & Supplies
			\$1,991.91	6322	NEG-Whirlpool	Materials & Supplies
Iowa Communications Netwo	415741	\$3,162.94	\$1,553.07	6150	IES-Des Moines	Communications
			\$29.91	6150	Workforce Services	Communications
			\$1,550.10	6150	IES-Des Moines	Communications
			\$29.86	6150	Workforce Services	Communications
Ahlers and Cooney PC	415815	\$8,734.65	\$1,050.80	6013	Tort Insurance	Legal Fees
			\$1,906.35	6013	Office of Sr VP, Bus	Legal Fees
			\$3,467.50	6013	Office of Sr VP, Bus	Legal Fees
			\$2,310.00	6013	Office of Sr VP, Bus	Legal Fees
Ames Municipal Utilities	415818	\$2,757.97	\$2,757.97	6190	Utilities	Utilities
Anderson, Robert L.	415819	\$5,750.00	\$5,750.00	6322	Food Service-Culinar	Materials & Supplies
AVI Systems	415823	\$29,643.27	\$29,643.27	6323	Technical Update Equ	Minor Equipment
Central Iowa Sheet Metal	415844	\$12,500.00	\$12,500.00	6269	Apprenticeships 260F	Other Services
Comfort Systems Inc	415848	\$2,990.00	\$2,990.00	6090	Physical Plant Charg	Maintenance/Repair o

Report: FWR 410

Des Moines Area Community College

Page: 7

Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Constellation NewEnergy G	415849	\$42,315.21	\$42,315.21	6190	Utilities	Utilities
Electronic Communication	415872	\$5,123.98	\$1,940.25	6322	WLAN Support	Materials & Supplies
			\$3,183.73	6322	WLAN Support	Materials & Supplies
G and S Office Machines L	415883	\$7,801.00	\$7,801.00	6322	WLAN Support	Materials & Supplies
General Communications	415885	\$27,984.70	\$15,476.99	6322	Deaf Ed & Services f	Materials & Supplies
			\$12,507.71	6322	Equip Replacement Sc	Materials & Supplies
Heartland Coop	415901	\$2,531.40	\$876.00	6322	Dallas County Farm O	Materials & Supplies
			\$33.39	6322	Dallas County Farm O	Materials & Supplies
			\$1,622.01	6322	Dallas County Farm O	Materials & Supplies
Hewlett Packard	415904	\$12,461.00	\$294.00	6322	WLAN Support	Materials & Supplies
			\$106.00	6322	WLAN Support	Materials & Supplies
			\$5,324.00	6323	Newton Polytechnic E	Minor Equipment
			\$1,071.00	6323	Tool Machinist	Minor Equipment
			\$5,666.00	6323	WLAN Support	Minor Equipment
High Properties	415906	\$38,055.00	\$38,055.00	6269	High Property Mmgt -	Other Services
Iowa Communications Netwo	415920	\$7,579.54	\$4,858.45	6150	Continuing Ed, Criti	Communications
			\$605.88	6150	Continuing Ed, Home	Communications
			\$220.32	6150	Mortuary Science ACE	Communications
			\$1,894.89	6269	Distance Learning	Other Services
Iowa State Center	415925	\$26,344.51	\$13,788.18	6321	Early Care, Health &	Food
			\$12,556.33	6321	Early Care, Health &	Food
John Wiley and Sons Inc	415929	\$11,782.00	\$4,108.00	6520	Bookstore - West Cam	Purchases for Resale
			\$7,674.00	6520	Bookstore - West Cam	Purchases for Resale
Lightedge Solutions	415948	\$7,200.78	\$7,200.78	6269	Lightedge Solutions	Other Services
McGraw Hill Companies	415960	\$15,581.14	-\$455.00	6520	Bookstore - Urban Ca	Purchases for Resale

Report: FWR040  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Comm College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 8

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
McGraw Hill Companies	415960	\$15,581.14	-\$4,810.05	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$140.00	6520	Bookstore - West Cam	Purchases for Resale
			-\$1,117.57	6520	Bookstore - West Cam	Purchases for Resale
			-\$807.00	6520	Bookstore - West Cam	Purchases for Resale
			\$12,599.00	6520	Bookstore - West Cam	Purchases for Resale
			\$2,160.00	6520	Bookstore - Newton	Purchases for Resale
			\$7,837.50	6520	Bookstore - West Cam	Purchases for Resale
			\$94.32	6230	Bookstore - West Cam	Postage and Expediti
			\$172.03	6230	Bookstore - West Cam	Postage and Expediti
			\$47.91	6520	Bookstore - Urban Ca	Purchases for Resale
Mid Iowa Construction	415964	\$12,397.00	\$6,607.50	6090	Physical Plant Charg	Maintenance/Repair o
			\$5,789.50	6090	Physical Plant Charg	Maintenance/Repair o
Mid State Distributing Co	415966	\$4,865.86	\$4,865.86	6323	Industrial/Technical	Minor Equipment
MidAmerican Energy Co	415967	\$30,696.14	\$30,582.29	6190	Utilities	Utilities
			\$113.85	6190	Building Rental for	Utilities
Mike Brooks Inc	415971	\$38,307.50	\$38,307.50	6269	Mike Brooks, Inc #2-	Other Services
Moss Enterprises Inc	415975	\$2,500.00	\$2,500.00	6060	Dean, Business & Inf	Maintenance/Repair o
MPS	415976	\$5,980.16	-\$1,310.40	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$646.80	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$768.00	6520	Bookstore - Urban Ca	Purchases for Resale
			-\$768.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$13.86	6230	Bookstore - Newton	Postage and Expediti
			-\$720.00	6520	Bookstore - Urban Ca	Purchases for Resale
			\$690.00	6520	Bookstore - Newton	Purchases for Resale
			\$7,414.50	6520	Bookstore - Urban Ca	Purchases for Resale
			\$2,075.00	6520	Bookstore - Carroll	Purchases for Resale
Nebraska Book Company Inc	415980	\$5,348.91	-\$42.75	6520	Bookstore - Carroll	Purchases for Resale
			\$942.00	6520	Bookstore - Carroll	Purchases for Resale

Report: FWR 40  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 9

VENDOR NAME	CHECK	CHECK AMOUNT	TRANSACTION ACCOUNT		INDEX TITLE	ACCOUNT TITLE
	NUMBER		AMOUNT	NUMBER		
Nebraska Book Company Inc	415980	\$5,348.91	\$11.21	6230	Bookstore - Carroll	Postage and Expediti
			\$528.75	6520	Bookstore - Carroll	Purchases for Resale
			\$1,127.25	6520	Bookstore - Carroll	Purchases for Resale
			\$2,710.00	6520	Bookstore - West Cam	Purchases for Resale
			\$9.99	6230	Bookstore - Carroll	Postage and Expediti
			\$19.19	6230	Bookstore - Carroll	Postage and Expediti
			\$43.27	6230	Bookstore - West Cam	Postage and Expediti
Nextel Partners Inc	415985	\$3,308.65	\$17.26	6150	IPT-Regional Telecom	Communications
			\$16.69	6150	MEPB-Des Moines Subc	Communications
			\$35.92	6150	Upward Bound Year 16	Communications
			\$17.26	6150	Adult Basic Educatio	Communications
			\$65.00	6150	Associate Dean, Urba	Communications
			\$82.46	6150	Office of Exec Dean,	Communications
			\$62.63	6150	Associates Degree Nu	Communications
			\$17.26	6150	Career Pathways Prog	Communications
			\$17.26	6150	Office of Exec Dir,	Communications
			\$18.95	6150	Campus Communication	Communications
			\$17.26	6150	Campus Communication	Communications
			\$68.43	6150	Custodial	Communications
			\$17.26	6150	Data Processing	Communications
			\$34.52	6150	Office of Dean, Indu	Communications
			\$140.63	6150	Office of VP, Commnt	Communications
			\$17.47	6150	Perkins Administrati	Communications
			\$30.06	6150	Dental Assistant	Communications
			\$168.56	6150	Economic Development	Communications
			\$109.49	6150	Enrollment Managemen	Communications
			\$28.51	6150	Evening & Weekend	Communications
			\$17.26	6150	Office of Exec Dir,	Communications
			\$299.56	6150	Grounds	Communications
			\$29.41	6150	2402 SW 36th Street-	Communications
			\$14.64	6150	Health Services	Communications
			\$17.26	6150	Office of Exec Dir,	Communications
			\$28.11	6150	Office of Exec Dir,	Communications
			\$27.44	6150	Info Tech/Network Ad	Communications

Report: FWR 10  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 10

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Nextel Partners Inc	415985	\$3,308.65	\$399.33	6150	Mechanical Maintenanc	Communications
			\$223.21	6150	Office of the Dir, P	Communications
			\$34.52	6150	Physical Plant Opera	Communications
			\$28.11	6150	Physical Plant Opera	Communications
			\$28.11	6150	Plant Operations, St	Communications
			\$196.12	6150	Physical Plant Opera	Communications
			\$49.97	6150	Physical Plant Opera	Communications
			\$80.29	6150	Program Development	Communications
			\$17.26	6150	Quality Assurance Tr	Communications
			\$34.52	6150	Respiratory Therapy	Communications
			\$72.72	6150	Special Needs	Communications
			\$103.56	6150	Transportation Insti	Communications
			\$29.51	6150	Transportation	Communications
			\$31.78	6150	Office of Sr VP, Bus	Communications
			\$517.71	6150	WLAN Support	Communications
			\$74.65	6150	Youth at Risk - Anke	Communications
One Source Training	415991	\$36,165.48	\$36,165.48	6269	Grow Iowa Values Fun	Other Services
OSE Office Furniture Inc.	415992	\$11,390.89	\$738.98	6378	Office of Exec Dir,	Materials/Supplies f
			\$77.90	6378	Equip Replacement Sc	Materials/Supplies f
			\$10,574.01	6378	Equip Replacement Sc	Materials/Supplies f
Paper Corporation	415994	\$22,836.00	\$22,836.00	6322	Duplicating Services	Materials & Supplies
Pearson Education	415995	\$80,829.80	-\$1,091.10	6520	Bookstore - Carroll	Purchases for Resale
			\$527.40	6520	Bookstore - Carroll	Purchases for Resale
			\$665.00	6520	Bookstore - Carroll	Purchases for Resale
			\$5,000.00	6520	Bookstore - West Cam	Purchases for Resale
			\$4,074.00	6520	Bookstore - West Cam	Purchases for Resale
			\$11,172.00	6520	Bookstore - West Cam	Purchases for Resale
			\$475.30	6520	Bookstore - West Cam	Purchases for Resale
			\$1,746.00	6520	Bookstore - West Cam	Purchases for Resale
			\$5,830.00	6520	Bookstore - West Cam	Purchases for Resale
			\$36,813.70	6520	Bookstore - West Cam	Purchases for Resale



Report: FWA 40  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 11

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Pearson Education	415995	\$80,829.80	\$5,830.00	6520	Bookstore - West Cam	Purchases for Resale
			\$9,324.00	6520	Bookstore - West Cam	Purchases for Resale
			\$463.50	6520	Bookstore - West Cam	Purchases for Resale
Protex Central Inc	416001	\$5,852.00	\$44.00	6060	Mechanical Maintenanc	Maintenance/Repair o
			\$110.00	6090	Mechanical Maintenanc	Maintenance/Repair o
			\$5,698.00	6090	Buildings Equipment	Maintenance/Repair o
Securitas Security Servic	416016	\$9,978.55	\$9,978.55	6261	Office of the Dir, P	Contracted Security
SpyTown	416029	\$4,641.81	\$4,641.81	6323	Bookstore - Ankeny	Minor Equipment
Toshiba	416033	\$4,229.98	\$116.99	6323	Equipment Replacemen	Minor Equipment
			\$116.99	6323	Equipment Replacemen	Minor Equipment
			\$1,998.00	6323	Equipment Replacemen	Minor Equipment
			\$1,998.00	6323	Equipment Replacemen	Minor Equipment
Wright Welding Inc DBA AI	416059	\$2,683.66	\$70.60	6322	Welding	Materials & Supplies
			\$260.00	6322	Welding	Materials & Supplies
			\$89.00	6322	Welding	Materials & Supplies
			\$41.20	6322	Welding	Materials & Supplies
			\$1,107.69	6322	Welding	Materials & Supplies
			\$138.00	6322	Welding	Materials & Supplies
			\$977.17	6322	Welding	Materials & Supplies
Wyndham Chicago	416060	\$12,993.21	\$12,993.21	6322	Food Service-Culinar	Materials & Supplies
American Funds	416108	\$4,095.00	\$4,095.00	2260	Fund 1 General Ledge	Tax Sheltered Annuit
Ameriprise Financial Serv	416110	\$2,719.56	\$2,719.56	2260	Fund 1 General Ledge	Tax Sheltered Annuit
DMACC HEA	416120	\$4,874.68	\$4,874.68	2272	Fund 1 General Ledge	DMACC/HEA Dues Payab
Vanguard Group	416164	\$6,261.93	\$6,261.93	2260	Fund 1 General Ledge	Tax Sheltered Annuit
123SecurityProducts.com	416167	\$3,108.00	\$3,108.00	6323	Industrial/Technical	Minor Equipment

Report: FWR 40  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 12

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Accumold Corporation	416173	\$11,695.39	\$11,031.04	6269	Accu-Mold Corp #3-Jo	Other Services
			\$595.00	6269	Accu-Mold Corp #3-Mg	Other Services
			\$69.35	6269	Accu-Mold Corp #3-Tr	Other Services
Bailey's Excavating	416196	\$9,662.50	\$617.50	6269	Physical Plant Opera	Other Services
			\$699.75	6269	Headstart-Urban Camp	Other Services
			\$6,297.75	6269	Physical Plant Opera	Other Services
			\$2,047.50	6269	Physical Plant Opera	Other Services
Buchanan Builders	416207	\$27,755.75	\$27,755.75	6090	Physical Plant Charg	Maintenance/Repair o
Certification Center	416219	\$4,220.00	\$4,220.00	6322	Continuing Ed, Healt	Materials & Supplies
Cretex Midwest	416229	\$5,397.57	\$1,807.57	6269	Cretex Concrete GIVF	Other Services
			\$3,590.00	6269	Cretex Concrete GIVF	Other Services
Des Moines Register	416236	\$4,795.80	\$1,828.09	6110	Office of Exec Dir,	Information Services
			\$1,365.30	6110	Office of Exec Dir,	Information Services
			\$157.18	6110	ABE Book Sales	Information Services
			\$703.30	6110	Office of Exec Dean,	Information Services
			\$741.93	6110	Office of Exec Dean,	Information Services
Des Moines Water Works	416237	\$6,865.75	\$30.78	6190	House 47 3921 NW 4th	Utilities
			\$39.80	6190	Utilities	Utilities
			\$56.91	6190	Utilities	Utilities
			\$39.91	6190	House 47 3921 NW 4th	Utilities
			\$52.02	6190	Utilities	Utilities
			\$20.05	6190	Utilities	Utilities
			\$915.37	6190	Utilities	Utilities
			\$11.32	6190	Horticulture	Utilities
			\$45.30	6190	Utilities	Utilities
			\$52.02	6190	Utilities	Utilities
			\$58.13	6190	Utilities	Utilities
			\$33.69	6190	Utilities	Utilities
			\$76.78	6190	Utilities	Utilities

Report: FWR 40

Des Moines Area Community College

Page: 13

Date: 01/18/2008

List of checks over \$2,500.00

from 01-JAN-2008 to 17-JAN-2008

Time: 07:58 AM

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Des Moines Water Works	416237	\$6,865.75	\$28.38	6190	Utilities	Utilities
			\$5,348.18	6190	Utilities	Utilities
			\$57.11	6190	Transportation Insti	Utilities
Digital Intelligence Syst	416240	\$2,685.60	\$2,685.60	6323	Equip Replacement We	Minor Equipment
Doextra	416242	\$2,722.50	\$2,722.50	6019	Office of VP, Info S	Other Professional S
EmbarkIT Inc	416248	\$3,373.00	\$3,373.00	6323	Bookstore - Urban Ca	Minor Equipment
Energy Systems Engineerin	416249	\$11,413.45	\$11,413.45	6015	Iowa Energy Ctr Ener	Consultant's Fees
Forst Training and Consul	416256	\$6,016.00	\$6,016.00	5210	Hawkeyes Renewables,	Adjunct Instructiona
Gale Cengage Learning	416260	\$3,986.94	\$28.46	6310	Equip Replacement Li	Library Books
			\$1,107.24	6310	Equip Replacement Li	Library Books
			\$355.49	6340	Library	Periodicals
			\$508.25	6340	Library	Periodicals
			\$895.00	6340	Library	Periodicals
			\$878.75	6340	Library	Periodicals
			\$213.75	6340	Library	Periodicals
Hewlett Packard	416274	\$2,939.00	\$1,984.00	6323	Economic Development	Minor Equipment
			\$955.00	6323	Technical Update Equ	Minor Equipment
Higher One	416276	\$3,873.30	\$3,873.30	6269	Student ID Card Syst	Other Services
Houghton Mifflin Company	416280	\$5,988.93	\$5,988.93	6520	Bookstore - West Cam	Purchases for Resale
Iowa Machine Shed	416292	\$4,181.61	\$201.03	6321	Workforce Developmen	Food
			\$257.31	6321	Office of Exec Dean,	Food
			\$100.00	6321	Student Activities	Food
			\$53.00	6321	Student Activities	Food
			\$1,530.56	6269	Office of Exec Dean,	Other Services
			\$158.49	6321	Office of Exec Dean,	Food

Report: FWRK040  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 14

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Iowa Machine Shed	416292	\$4,181.61	\$1,881.22	6269	Office of Exec Dean,	Other Services
Iowa Student Loan Liquid	416294	\$6,834.49	\$742.50	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$2,924.99	1494	Fund 1 General Ledge	Partnership Loan Pro
			\$3,167.00	1494	Fund 1 General Ledge	Partnership Loan Pro
Jacobson Companies	416297	\$4,000.00	\$4,000.00	6269	Jacobson Comp-Job Sp	Other Services
Know Wear By DP Design	416305	\$2,519.40	\$2,359.00	6515	Bookstore - Ankeny	Clothing
			\$160.40	6230	Bookstore - Ankeny	Postage and Expediti
La Quercia Llc	416306	\$13,004.33	\$13,004.33	6269	LA Quercia #2-Job Sp	Other Services
Legacy Kitchen Supplies	416309	\$3,955.55	\$3,955.55	6322	Hospitality Careers	Materials & Supplies
Martin Brothers Distribut	416319	\$7,899.47	-\$16.98	6511	Cafeteria	Purchases for Resale
			\$1,423.84	6511	Cafeteria	Purchases for Resale
			\$1,296.75	6511	Cafeteria	Purchases for Resale
			\$1,593.52	6511	Cafeteria	Purchases for Resale
			\$1,003.21	6511	Cafeteria	Purchases for Resale
			\$387.69	6511	Cafeteria	Purchases for Resale
			\$624.02	6511	Cafeteria	Purchases for Resale
			\$493.57	6511	Cafeteria	Purchases for Resale
			\$1,093.85	6511	Cafeteria	Purchases for Resale
MetLife	416324	\$40,078.78	\$40,105.95	2252	Fund 1 General Ledge	Dental Insurance Pay
			\$27.17	2252	Fund 1 General Ledge	Dental Insurance Pay
MidAmerican Energy Co	416326	\$7,680.43	\$154.51	6190	House 47 3921 NW 4th	Utilities
			\$163.60	6511	2402 SW 36th Street-	Purchases for Resale
			\$300.82	6511	2310 SW36th Street -	Purchases for Resale
			\$1,577.90	6190	Utilities	Utilities
			\$4,830.55	6190	Utilities	Utilities
			\$653.05	6190	Utilities	Utilities
Midlands Business Equipme	416327	\$14,475.85	\$14,405.00	6323	Technical Update Equ	Minor Equipment

Report: FWR 40  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 15

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midlands Business Equipme	416327	\$14,475.85	\$70.85	6322	Cafeteria	Materials & Supplies
Midwest Library Service	416329	\$4,585.93	\$2,222.79	6310	Equip Replacement Li	Library Books
			\$1,874.87	6310	Equip Replacement Li	Library Books
			\$203.27	6310	Equip Replacement Li	Library Books
			\$285.00	6310	Equip Replacement Li	Library Books
Midwest Office Technology	416330	\$3,990.54	\$910.00	6323	Equip Replacement We	Minor Equipment
			\$2.50	6060	STRIVE	Maintenance/Repair o
			\$47.85	6060	STRIVE	Maintenance/Repair o
			\$109.60	6060	Adult Basic Educatio	Maintenance/Repair o
			\$55.25	6060	Youth at Risk - Anke	Maintenance/Repair o
			\$775.26	6060	Office of Dean, Scie	Maintenance/Repair o
			\$183.33	6060	Duplicating Services	Maintenance/Repair o
			\$125.28	6060	Economic Development	Maintenance/Repair o
			\$3.52	6060	Practical Nursing	Maintenance/Repair o
			\$5.99	6060	Equip Replacement St	Maintenance/Repair o
			\$43.06	6060	Library	Maintenance/Repair o
			\$14.94	6060	Aging Services Admin	Maintenance/Repair o
			\$25.85	6060	Office of Exec Dean,	Maintenance/Repair o
			\$3.41	6060	Office of Exec Dean,	Maintenance/Repair o
			\$45.31	6060	Practical Nursing	Maintenance/Repair o
			\$52.16	6060	Continuing Ed, Nurse	Maintenance/Repair o
			\$10.34	6060	Urban Copy Usage	Maintenance/Repair o
			\$93.47	6060	Office of VP, Commnt	Maintenance/Repair o
			\$57.00	6060	Adult Basic Educatio	Maintenance/Repair o
			\$67.67	6060	Office of the Dir, P	Maintenance/Repair o
			\$45.31	6060	Library	Maintenance/Repair o
			\$6.41	6060	Chrysler Apprentice	Maintenance/Repair o
			\$52.16	6060	Equip Replacement In	Maintenance/Repair o
			\$400.59	6060	Chrysler Apprentice	Maintenance/Repair o
			\$78.66	6060	Office of Exec Dean,	Maintenance/Repair o
			\$133.64	6060	Other General Instit	Maintenance/Repair o
			\$326.57	6060	Office of Dean, Scie	Maintenance/Repair o
			\$101.01	6060	ESL	Maintenance/Repair o

Report: FWR 40  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 16

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Midwest Office Technology	416330	\$3,990.54	\$2.84	6060	WLAN Support	Maintenance/Repair o
			\$211.56	6060	Urban Copy Usage	Maintenance/Repair o
MJC Interiors	416334	\$9,234.49	\$9,234.49	6323	Equipment Replacemen	Minor Equipment
MPS	416336	\$2,765.13	-\$2,594.00	6520	Bookstore - West Cam	Purchases for Resale
			\$5,264.00	6520	Bookstore - West Cam	Purchases for Resale
			\$95.13	6230	Bookstore - West Cam	Postage and Expediti
Nebraska Book Company Inc	416347	\$4,697.48	\$111.67	6520	Bookstore - West Cam	Purchases for Resale
			\$80.50	6520	Bookstore - West Cam	Purchases for Resale
			\$5.31	6230	Bookstore - West Cam	Postage and Expediti
			\$4,500.00	6520	Bookstore - West Cam	Purchases for Resale
Pioneer Hi Bred Internati	416359	\$74,340.00	\$74,340.00	6269	Pioneer Hi-Bred #4-M	Other Services
Quick Fuel	416361	\$6,215.35	\$3,578.38	6420	Transportation Insti	Vehicle Materials an
			\$2,636.97	6420	Transportation Insti	Vehicle Materials an
Reserve Account	416380	\$50,000.00	\$50,000.00	6230	Mail Service	Postage and Expediti
Russell Construction Comp	416385	\$119,213.60	\$67,027.96	7600	Ankeny Bookstore Sto	Buildings and Fixed
			\$52,185.64	7600	Ankeny Bookstore Sto	Buildings and Fixed
Siemens Building Technolog	416392	\$5,181.00	\$5,181.00	6060	Mechanical Maintenanc	Maintenance/Repair o
Storey Kenworthy	416404	\$10,501.82	\$350.44	6322	Literacy Pathway to	Materials & Supplies
			\$33.79	6322	Office of Dean, Scie	Materials & Supplies
			\$83.83	6322	Iowa Prisoner Reentr	Materials & Supplies
			\$56.25	6322	Student Support Serv	Materials & Supplies
			\$213.34	6322	Admission Processing	Materials & Supplies
			\$317.98	6322	ASEP Auto	Materials & Supplies
			\$3.14	6322	ASSET Auto/Ford	Materials & Supplies
			\$34.16	6322	Boone Athletic Depar	Materials & Supplies
			\$164.70	6322	Auto Service	Materials & Supplies

Report: FWR 40  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Comm College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 17

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	416404	\$10,501.82	\$173.61	6322	Bookstore - Urban Ca	Materials & Supplies
			\$21.33	6322	Judicial Office	Materials & Supplies
			\$97.43	6322	Office of Exec Dir,	Materials & Supplies
			\$235.04	6322	Communications	Materials & Supplies
			\$716.29	6322	Office of Controller	Materials & Supplies
			\$118.38	6322	Duplicating Services	Materials & Supplies
			\$21.40	6322	Curriculum & Schedul	Materials & Supplies
			\$80.28	6322	Data Processing	Materials & Supplies
			\$105.64	6322	Dean, Business & Inf	Materials & Supplies
			\$50.62	6322	Office of Exec Dean,	Materials & Supplies
			\$635.23	6322	Office of Dean, Heal	Materials & Supplies
			\$80.87	6322	Office of Dean, Indu	Materials & Supplies
			\$175.05	6322	Office of Exec Dean,	Materials & Supplies
			\$590.14	6322	Office of Exec Dean,	Materials & Supplies
			\$323.90	6322	Office of Exec Dean,	Materials & Supplies
			\$22.33	6322	Dental Hygiene	Materials & Supplies
			\$147.85	6322	Developmental Educat	Materials & Supplies
			\$55.81	6322	Heavy Diesel Equipme	Materials & Supplies
			\$420.06	6322	Distance Learning	Materials & Supplies
			\$927.72	6322	Economic Development	Materials & Supplies
			\$75.52	6322	Enrollment Managemen	Materials & Supplies
			\$280.00	6322	Equipment Replacemen	Materials & Supplies
			\$27.36	6322	Continuing Ed, Home	Materials & Supplies
			\$141.19	6322	Office of Exec Dir,	Materials & Supplies
			\$79.64	6322	High School Completi	Materials & Supplies
			\$294.34	6322	Information Systems	Materials & Supplies
			\$317.60	6322	Library	Materials & Supplies
			\$101.38	6322	Office of Dir, Marke	Materials & Supplies
			\$88.16	6322	Non-Credit Civil Eng	Materials & Supplies
			\$179.22	6322	Practical Nursing	Materials & Supplies
			\$6.94	6322	Office of the Dir, P	Materials & Supplies
			\$59.79	6322	Program Development	Materials & Supplies
			\$18.15	6322	Office of Dir, Purch	Materials & Supplies
			\$21.19	6322	Safety Committee	Materials & Supplies
			\$366.12	6322	Student Services	Materials & Supplies

Report: FWRK040  
 Date: 01/18/2008  
 Time: 07:58 AM

Des Moines Area Community College  
 List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 18

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
Storey Kenworthy	416404	\$10,501.82	\$355.67	6322	Student Services	Materials & Supplies
			\$171.68	6322	Office of Dir, Finan	Materials & Supplies
			\$129.80	6322	Office of Dir, Stude	Materials & Supplies
			\$2.97	6322	Promise Jobs-Adminis	Materials & Supplies
			\$230.59	6322	Promise Jobs-Trainin	Materials & Supplies
			\$3.30	6322	WIA-Administration	Materials & Supplies
			\$1.79	6322	WIA-Adult	Materials & Supplies
			\$354.19	6322	WIA-Dislocated Worke	Materials & Supplies
			\$1.64	6322	Learning Center #2-A	Materials & Supplies
			\$197.56	6322	IWD-IES	Materials & Supplies
			\$286.16	6322	IWD-Des Moines Offic	Materials & Supplies
			\$96.55	6322	Learning Center #2	Materials & Supplies
			\$146.82	6322	Tool Machinist	Materials & Supplies
			\$117.26	6322	Transportation Insti	Materials & Supplies
			\$42.04	6322	Continuing Ed, Trade	Materials & Supplies
			\$250.97	6322	Veterinary Technician	Materials & Supplies
			\$74.68	6322	Office of VP, Commnt	Materials & Supplies
			\$242.85	6322	Workforce Developmen	Materials & Supplies
			\$135.45	6322	Youth at Risk - Anke	Materials & Supplies
Strategic Partnerships LL	416405	\$5,000.00	\$5,000.00	6269	Office of Sr VP, Aca	Other Services
Turner Law Offices	416410	\$67,739.86	\$67,739.86	6013	Tort Insurance	Legal Fees
United Services of Des Mo	416418	\$13,826.00	\$5,380.44	6269	United Services of D	Other Services
			\$8,445.56	6269	United Services of D	Other Services
Vital Support Systems	416423	\$5,180.00	\$5,180.00	6322	WLAN Support	Materials & Supplies
Waste Mgmt of Iowa Corp.	416425	\$4,598.03	\$3,409.74	6030	Custodial	Custodial Services
			\$139.48	6030	Physical Plant Opera	Custodial Services
			\$451.01	6030	Physical Plant Opera	Custodial Services
			\$199.80	6030	Custodial	Custodial Services
			\$384.82	6030	Physical Plant Charg	Custodial Services
			\$13.18	6269	Grounds	Other Services



Report: FWR 10  
Date: 01/18/2008  
Time: 07:58 AM

Des Moines Area Community College  
List of checks over \$2,500.00 from 01-JAN-2008 to 17-JAN-2008

Page: 19

VENDOR NAME	CHECK NUMBER	CHECK AMOUNT	TRANSACTION AMOUNT	ACCOUNT NUMBER	INDEX TITLE	ACCOUNT TITLE
WorkSpace Inc	416431	\$2,507.42	\$236.24	6322	Equip Replacement We	Materials & Supplies
			\$2,271.18	6323	Equip Replacement We	Minor Equipment
Xerox Corp	416433	\$10,565.19	\$2,896.59	6060	Duplicating Services	Maintenance/Repair o
			\$2,350.47	6060	Duplicating Services	Maintenance/Repair o
			\$5,318.13	6060	Duplicating Services	Maintenance/Repair o
Davis Brown Koehn Shors a	416575	\$9,297.65	\$9,297.65	6013	Learning Center #3-A	Legal Fees
REPORT TOTAL			\$2,052,469.98			

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

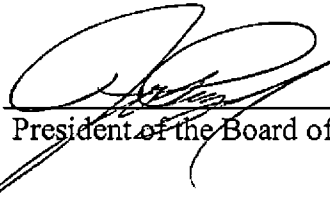
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Gary W. Clem, Inc. d/b/a Almaco. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$110,000 Aggregate Principal Amount of New Jobs Training Certificates (Gary W. Clem, Inc. d/b/a Almaco Project #3) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$110,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (GARY W. CLEM, INC. D/B/A ALMACO PROJECT #3) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Gary W. Clem, Inc. d/b/a Almaco (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$110,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Gary W. Clem, Inc. d/b/a Almaco Project #3) of the College (the "Certificates"), with \$70,500 of the Certificates issued under the Act and \$39,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(GARY W. CLEM, INC. D/B/A ALMACO PROJECT #3)  
OF DES MOINES AREA COMMUNITY COLLEGE

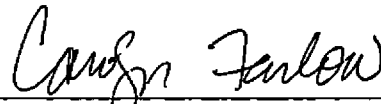
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$110,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Gary W. Clem, Inc. d/b/a Almaco Project #3) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Gary W. Clem, Inc. d/b/a Almaco in Nevada, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



---

Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Gary W. Clem, Inc. d/b/a Almaco Project #3) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

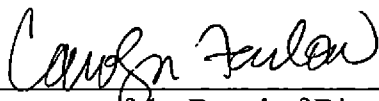
Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                 )  
                                      ) SS:  
COUNTY OF POLK             )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors



**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Gary w. Clem, Inc. dba ALMACO**

---

Project # 3

---

Dated as of February 11, 2008

---

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Gary W. Clem, Inc. dba ALMACO (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur



liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Mark Smith  
ALMACO  
99 M Avenue  
Nevada, IA 50201

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## ARTICLE VI

### SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

ALMACO

[Printed Name of Employer]  
[Federal I.D. #] 42-1092106

By: Mark Smith  
[Printed Name] Mark Smith  
[Printed Title] Director of Manufacturing  
Email address Smithm@ALMACO.com  
Date: 8-1-07

ATTEST:

By: Teresa J. Cross  
[Printed Name] Teresa J. Cross  
[Printed Title] Human Resources Coordinator

State of IOWA  
County of Story :ss

On this date: 8/1/07  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] Mark Smith  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Director of Mfg.  
of the above named Employer, a corporation  
organized in the State of IOWA;  
that the foregoing instrument was signed on  
behalf of said Employer by authority of its Board  
of Directors; and acknowledged the execution of  
said instrument to be the voluntary act and deed  
of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] 8/1/07

[SEAL]



Notary Public in and For Said County and State  
[Printed Name] Teresa J. Cross  
Commission Expires [Date] 6/12/2010

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Pugh  
[Printed Name] Joe Pugh  
[Printed Title] Board President  
Date: Feb 11, 2008

ATTEST:

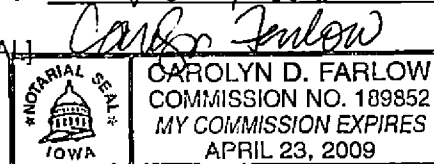
By: \_\_\_\_\_  
[Printed Name] \_\_\_\_\_  
[Printed Title] \_\_\_\_\_

State of Iowa  
County of Polk :ss

On this date: Feb 11, 2008  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] Joe Pugh  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Board President  
of Des Moines Area Community College, Ankeny  
Iowa; that the foregoing instrument was signed  
on behalf of Des Moines Area Community  
College by authority of the Board of Directors;  
and acknowledged the execution of said  
instrument to be the voluntary act and deed of  
said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] Feb 11, 2008

[SEAL]



Notary Public in and For Said County and State  
[Printed Name] Carolyn D. Farlow  
Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

WEST PARK LOTS 34-37 & ALL LOTS BFH EX S42' & BEG NE COR LT  
10 ETC.

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new  
positions.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
ALMACO  
PROJECT #3**

**December 2007**

**Prepared By:  
Jeff Janes  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College**



# INTRODUCTION

## ALMACO

### PROJECT # 3

#### COMPANY BACKGROUND

The company was established in 1888 in Ames, IA as a blacksmith and welding shop. After 85 years of performing repair work and selling hardware, the business started producing and marketing equipment for the agricultural research industry. In 1983, ALMACO moved its operations to the present facility in Nevada, IA.

#### LOCATION OF PROJECT

99 M Avenue, Nevada, IA 50201.

#### BASE/HEAD COUNT

145

#### NUMBER OF NEW POSITIONS

20

#### PREVIOUS PROJECTS

Project #1 in 2006  
Project #2 in 2006

#### SUPPLEMENTAL INFORMATION

9 of the new positions will be paid more than the average Story County wage of \$14.37 per hour and therefore are eligible for supplemental withholding.

#### PRELIMINARY DATE

July 9, 2007

#### PROJECT END DATE

Spring 2011

LIST OF POSITIONS  
ALMACO  
PROJECT #3

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Welding Trainer	1	\$ 33.65
*Purchasing Manager	1	\$ 32.50
*Project Engineer	1	\$ 26.00
*Maintenance Technician	1	\$ 20.00
*Service Order Writer	1	\$ 18.00
*Drafter	1	\$ 17.00
*Customer Support Tech	2	\$ 16.50
*IT Support Tech	1	\$ 14.50
Ag Mechanic	1	\$ 14.00
Final Assembler	1	\$ 14.00
Welder/Fabricator	2	\$ 14.00
Final Assembler	1	\$ 13.50
Ag Mechanic	2	\$ 13.00
Electronics Assembler	1	\$ 13.00
Welder/Fabricator	2	\$ 13.00
Final Assembler	1	\$ 12.75

\*Positions that are above the average Story County wage of \$14.37 for fiscal 2008.

Company Benefits:

Vacation  
 Paid Personal Time Off  
 Paid Holidays  
 Health Insurance  
 Dental Insurance  
 Life Insurance  
 Disability Insurance  
 Flexible Benefits  
 Bereavement Pay  
 401K Retirement Plan  
 Direct Deposit  
 Safety Incentive  
 Tool Subsidies  
 Jury Duty  
 Profit Sharing

NEW POSITIONS: 20

COMPANY: ALMACO

## TRAINING PLAN

ALMACO  
PROJECT #3

TRAINING FUND:	\$ 86,856.00
DMACC FEE IV:	\$
AVAILABLE TRAINING:	\$ 86,856.00

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Continuous Improvement Training</b> ALMACO is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.	Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.	Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.	\$41,000.00	40,000.00		1,000.00	
<b>Management/Supervisory Training</b> ALMACO knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.	DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.	\$8,500.00		8,000.00	500.00	
<b>Product Training</b> ALMACO manufactures a unique product and it's very important that employees have a knowledge of how to operate and service its products.	- employees' increased ability to operate products they produce. - knowledge of how to service the equipment it manufactures.	ALMACO to send employees to favorable climates to learn to operate and service equipment that is used in the spring and the fall. Training expenses may include travel and lodging.	\$11,000.00	11,000.00			
<b>TOTAL</b>			<b>\$60,500.00</b>	<b>51,000.00</b>	<b>8,000.00</b>	<b>1,500.00</b>	<b>0.00</b>

**TRAINING PLAN**  
**ALMACO**  
**PROJECT # 3**

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Computer Skills Training</b> Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.	Expected outcomes: - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively.	<b>BALANCE BROUGHT FORWARD</b>  Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.	\$60,500.00	51,000.00	8,000.00	1,500.00	0.00
<b>Safety Training</b> To ensure a safe work environment, the company needs to improve its safety program and provide training to new employees.	Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.	DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may be provided through classes, seminars, or consulting. May include occupational safety and health training for managers and new employees. Materials may also be needed.	\$10,000.00	10,000.00		200.00	
<b>Professional Skill Development</b> ALMACO workers need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.	The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently. - improved welding skills training.	Training may be provided in the way of classes, seminars, consulting, and/or conferences and may cover a variety of topics. Topics may include time management, project management, industry specific training, welding training, and/or product knowledge. Materials such as videos, software, hardware, and books may be included.	\$10,156.00	10,156.00			
			\$82,856.00	73,156.00	8,000.00	1,700.00	0.00

# TRAINING PLAN

COMPANY: ALMACO

PROJECT #3

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Customer Service and Sales Training</b> ALMACO recognizes and understands the importance of providing good customer service to their clients. Meeting and exceeding customer expectations will help retain current clients and help attract new clients.	<b>Expected outcomes:</b> - employees skilled in listening to the needs of the customer. - improved customer satisfaction. - Improved communications between the company and the client. - increased sales.	Balance Brought Forward	\$82,856.00	73,156.00	8,000.00	1,700.00	0.00
		DMACC and/or outside vendors to provide as it relates to customer service. Training may be delivered in the way of classes, seminars, consulting, and/or conferences. May include Service Plus and/or sales training. May include travel and lodging expenses.	\$4,000.00	4,000.00			
		<b>TOTAL</b>	<b>\$86,856.00</b>	<b>77,156.00</b>	<b>8,000.00</b>	<b>1,700.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
ALMACO  
PROJECT #3**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$77,156</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$8,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$1,700</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$86,856</b>

The training began July 9, 2007 and will continue to Spring 2011.

Upon receipt of proper documentation, reimbursement to ALMACO for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of ALMACO with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

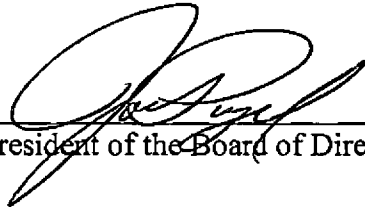
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Barilla America Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$110,000 Aggregate Principal Amount of New Jobs Training Certificates (Barilla America Inc. Project #3) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$110,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (BARILLA AMERICA INC. PROJECT #3) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Barilla America Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$110,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Barilla America Inc. Project #3) of the College (the "Certificates"), with \$67,500 of the Certificates issued under the Act and \$42,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(BARILLA AMERICA INC. PROJECT #3)  
OF DES MOINES AREA COMMUNITY COLLEGE

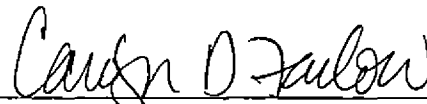
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$110,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Barilla America Inc. Project #3) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Barilla America Inc. in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

A handwritten signature in cursive script, appearing to read "Carolyn D. Faulow", is written over a horizontal line.

Secretary of the Board of Directors

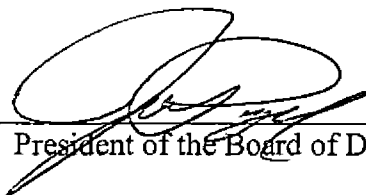
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$110,000 of New Jobs Training Certificates (Barilla America Inc. Project #3) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                 )  
                                      ) SS:  
COUNTY OF POLK             )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Barilla America, Inc.**

---

Project # 3

---

Dated as of February 11, 2008

---

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Barilla America, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.



(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:

Barilla America, Inc.  
3311 East Lincoln Way  
Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the



Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

**↓ EMPLOYER ↓**

**Barilla America, Inc.**

[Printed Name of Employer]  
[Federal I.D. #] **06-1400247**

By: [Signature]  
[Printed Name] David Knowlton  
[Printed Title] Vice President, Finance  
Email address dknowlton@barilla-usa.com  
Date: November 21, 2007

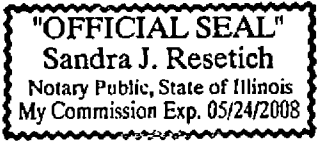
ATTEST:

By: [Signature]  
[Printed Name] Sandra Resetich  
[Printed Title] Senior Executive Asst.

State of Illinois  
County of Cook :ss

On this date: November 21, 2007  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] David Knowlton  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Vice President, Finance  
of the above named Employer, a corporation  
organized in the State of Illinois;  
that the foregoing instrument was signed on  
behalf of said Employer by authority of its Board  
of Directors; and acknowledged the execution of  
said instrument to be the voluntary act and deed  
of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] November 21, 2007

[SEAL] 

Notary Public In and For Said County and State  
[Printed Name] Sandra J. Resetich  
Commission Expires [Date] May 24, 2008

**↓ DMACC ↓**

**DES MOINES AREA COMMUNITY COLLEGE**

By: [Signature]  
[Printed Name] Joe Pugh  
[Printed Title] Board President  
Date: Feb 11, 2008

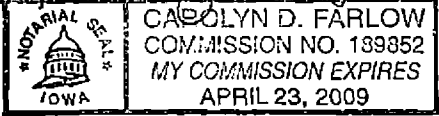
ATTEST:

By: \_\_\_\_\_  
[Printed Name] \_\_\_\_\_  
[Printed Title] \_\_\_\_\_

State of Iowa  
County of Polk :ss

On this date: Feb 11, 2008  
before me, a Notary Public in and for the above  
specified County and State, personally appeared  
[Name] Joe Pugh  
to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the  
[Title] Board President  
of Des Moines Area Community College, Ankeny  
Iowa; that the foregoing instrument was signed  
on behalf of Des Moines Area Community  
College by authority of the Board of Directors;  
and acknowledged the execution of said  
instrument to be the voluntary act and deed of  
said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
[Date] Feb 11, 2008

[SEAL] 

Notary Public In and For Said County and State  
[Printed Name] Carolyn D. Farlow  
Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

Parcel "B" in the Southeast Quarter and part of the East Half of the Southwest Fractional quarter, all in Section 6, Township 83 North, Range 23 West of the 5<sup>th</sup> P.M. in the City of Ames, Story County, Iowa: as shown on the "Plat of survey" filed in the office of the Recorder of Story County, IA on July 22 1997 and recorded as instrument No. 97-07671 in C and FN Book 15 at Page 18.

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new positions.

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Barilla America, Inc.  
PROJECT #3**

**November 2007**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Barilla America, Inc.**  
**PROJECT # 3**

**COMPANY BACKGROUND**

In 1877 the Barilla family opened a small pasta shop in Parma, Italy. Four generations later, Barilla Pasta is the #1 brand of pasta in Italy and the most widely sold imported pasta in the United States. Barilla employs over 7,000 people worldwide and sells pasta in 60 countries. As part of the company internationalization process, Barilla built its first United States production plant in Ames, Iowa, to make production closer to the growing United States market. Production started at the Ames plant in late 1998. With the confidence the Barilla family had in the Ames plant, the decision was made to expand the capacity of the Iowa plant and add a new long goods production line. The addition of a new long goods pasta production line was installed at the Ames, Iowa plant in 2003 to help meet the growing demand. Along with the new production line came the hiring of additional employees to train as they will assist in the running of the new line and overall pasta production process at the Ames, Iowa plant.

**LOCATION OF PROJECT**

3311 East Lincoln Way, Ames, Iowa

**BASE HEAD COUNT**

135

**NUMBER OF NEW POSITIONS**

18

**PREVIOUS PROJECTS**

Project #1: Training ended 7/7/01; base--0 employees; 105 new positions.  
Project #2: Training ended 7/7/07; base--105 employees; 22 new positions

**SUPPLEMENTAL INFORMATION**

Three of the twelve new positions are paid more than the average Story County wage of \$14.37 per hour.

**PRELIMINARY DATE**

January 1, 2007

**PROJECT END DATE**

Spring 2011

LIST OF POSITIONS  
Barilla America, Inc.  
PROJECT #3

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Safety/Environmental Engineer	1	\$ 38.46
Senior Production Supervisor	1	\$ 29.80
Project Technician	1	\$ 25.00
Maintenance Apprentice	2	\$ 18.90
Maintenance Technician	1	\$ 18.90
Packaging Trainer	2	\$ 18.00
Administrative Assistant	1	\$ 13.30
Packaging Personnel	8	\$ 13.30
Lab Technician	1	\$ 13.30

Company Benefits:

Health  
Dental and Vision care insurance  
Short Term Disability  
Long Term Disability  
Sick Leave  
Vacation  
401k Plan

NEW POSITIONS: 18

## TRAINING PLAN

TRAINING FUND: 85,225.00  
 DMACC FEE IV: 0.00  
 AVAILABLE TRAINING: 85,225.00

COMPANY: Barilla America, Inc.

PROJECT # 3

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>I. Job Skill Training</b> <b>New Employee Orientation</b> Barilla has developed a long-term training plan to develop the professionalism of the Ames plant employees.	New employees will learn: -Company business profile -Company values -Human resources management policies -Terms of the employment relationship	This 5-day orientation program will take place during the first week on the job. Project funds will be used for corporate trainer travel expenses.	\$15,000.00	15,000.00			
<b>Process Knowledge</b> All new employees need a basic knowledge of the entire manufacturing process in order to be most productive at their specific job.	Employees will have knowledge of plant processes and how these processes are integrated to produce a quality product.	The company Product Technologist will conduct this ongoing course. Project funds will be used to cover trainer expenses and training materials.	\$10,000.00	10,000.00			
<b>Organizational Behavior</b> Barilla has defined the organizational behaviors that are part of the three-phase skill training provided to all new employees.	New employees will be better skilled in the following areas upon receiving training: -Communications -Teamwork -Leadership -Personal value -Customer focus -Building organizational capacity	Funds from this project will be used for trainer expenses, materials/program purchase, and/or program development expenses. DMACC personnel may be hired to deliver some of the training in this module.	\$7,000.00	7,000.00			
<b>TOTAL</b>			<b>\$32,000.00</b>	<b>32,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



# TRAINING PLAN

COMPANY: Barilla America, Inc.

PROJECT #3

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Basic Skills</b> Due to the current job market, Barilla is hiring employees that may not have the basic skills to do the job. Individuals need training in basic skills to operate safely in the plant environment and perform their jobs.	New employees will be better equipped to perform their jobs after completing training sessions in: -General plant safety -Product hygiene/safety -Computer/software skills -Mathematics	<b>BALANCE BROUGHT FORWARD</b>  Internal trainers along with other vendors, including DMACC instructors, will be hired to conduct training to make certain employees are meeting OSHA and FDA requirements. Employees will also receive training on Word, Excel, Access and email.	\$32,000.00	32,000.00	0.00	0.00	0.00
<b>Maintenance Training</b> In order to function effectively and maintain high production levels, new employees must receive ongoing training in all phases of the technicians duties.	New maintenance techs will be knowledgeable in the mechanical, electrical and preventative maintenance of the systems.	This project will fund continued program development, trainer costs, travel expenses and instructional materials costs.	\$10,000.00	10,000.00			
<b>Manufacturing Operator Training</b> Manufacturing operators will participate in defined role competence training for their positions in order to increase their productivity.	Upon completion of this training, manufacturing operators will be competent in: -Basic machine maintenance -Managing the production process -Basic quality control -Chemistry of the product	This project will fund instructor costs and program materials.	\$10,000.00	10,000.00			
<b>TOTAL</b>			<b>\$62,000.00</b>	<b>62,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: Barilla America, Inc.

PROJECT #3

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Management/Supervisory Training</b> Managers and supervisors will have the responsibility to train new employees in plant operations and specific job duties.	Managers will gain the skills needed to provide training to new employees by participating in Train-the-Trainer sessions.	Balance Brought Forward	\$62,000.00	62,000.00	0.00	0.00	0.00
<b>Material Development &amp; Translation</b> As manufacturing techniques have changed at the corporate head-quarters new materials have been written to address these new processes.	Corporate training materials will be translated from Italian into English.	Project funds will be used to cover program development, instructor costs and materials. DMACC will be considered for this training.	\$8,000.00		8,000.00		
Materials will need to be developed or purchased to support the training in this plan.	A library of training materials will be available for current and future new employees.	Project funds will cover the translation expenses.	\$8,000.00	8,000.00			
<b>Continuous Improvement Training</b> Barilla is in a very competitive industry, and it's important that they make their processes and procedures efficient as possible. This will allow them to be more profitable and may help foster further growth.	Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.	Project funds will cover the development, purchase and/or rental of these materials.					
		Lean Operations, Workplace Lean, and other continuous improvement methods to improve processes, eliminate waste, and improve quality. Lean 101, Workplace Lean, and/or ISO training may be included. Materials and other related expenses may also be included.	\$7,225.00	7,225.00			
<b>TOTAL</b>			<b>\$85,225.00</b>	<b>77,225.00</b>	<b>8,000.00</b>	<b>0.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Barilla America, Inc.  
PROJECT #3**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$77,225</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$8,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$0</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
<b>TOTAL TRAINING BUDGET</b>		<b>\$85,225</b>

The training began January 1, 2007 and will continue to Spring 2007.

Upon receipt of proper documentation, reimbursement to Barilla for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Barilla with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

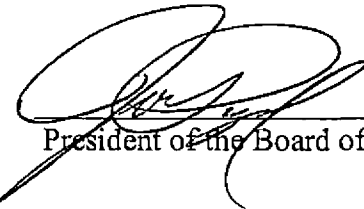
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Caleris, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$225,000 Aggregate Principal Amount of New Jobs Training Certificates (Caleris, Inc. Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

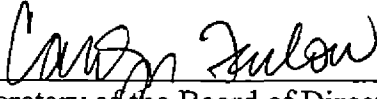
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



\_\_\_\_\_  
President of the Board of Directors

Attest:



\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$225,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (CALERIS, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Caleris, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$225,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$225,000 of New Jobs Training Certificates (Caleris, Inc. Project) of the College (the "Certificates"), with \$213,500 of the Certificates issued under the Act and \$11,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(CALERIS, INC. PROJECT)  
OF DES MOINES AREA COMMUNITY COLLEGE

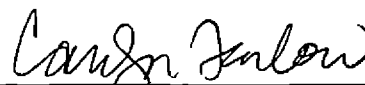
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$225,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Caleris, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Caleris, Inc. in West Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors



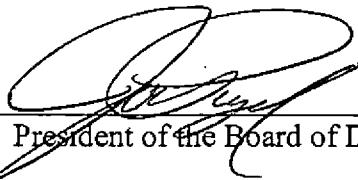
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$225,000 of New Jobs Training Certificates (Caleris, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

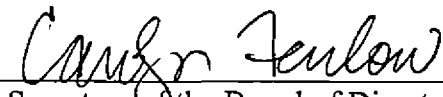
Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.



President of the Board of Directors

Attest:



Secretary of the Board of Directors

STATE OF IOWA                 )  
  ) SS:  
COUNTY OF POLK             )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Caleris, Inc.**

---

Project # 1

Dated as of February 11, 2008

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Caleris, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount



of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:      Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:      Rick Grewell  
                                 Caleris, Inc.  
                                 One Corporate Place  
                                 1501 42<sup>nd</sup> Street, Suite 110  
                                 West Des Moines, IA 50266

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

**Caleris, Inc.**

[Printed Name of Employer]

[Federal I.D. #] 200488732

By: [Signature]

[Printed Name] Dean Grewell

[Printed Title] President

Email address rick@Caleris.com

Date: 12/20/07

ATTEST:

By: \_\_\_\_\_

[Printed Name] \_\_\_\_\_

[Printed Title] \_\_\_\_\_

State of Iowa

County of Dallas :ss

On this date: 12-20-07

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Dean Grewell

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] President

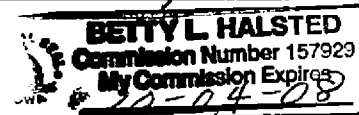
of the above named Employer, a corporation organized in the State of Iowa;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] 12-20-07

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Betty L. Halsted

Commission Expires [Date] 10-04-08

↓ DMACC ↓

**DES MOINES AREA COMMUNITY COLLEGE**

By: [Signature]

[Printed Name] Joe Pugel

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By: \_\_\_\_\_

[Printed Name] \_\_\_\_\_

[Printed Title] \_\_\_\_\_

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Pugel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

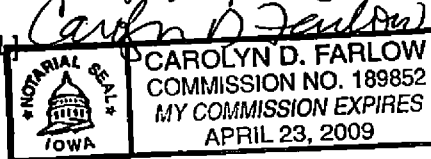
[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Carolyn D. Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

The project site in Newton is not owned by Caleris, Inc., but is being leased.

### **DESCRIPTION OF PERSONAL PROPERTY**

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Caleris, Inc.  
PROJECT #1**

**January 2008**

**Prepared By:  
Glenn Volkman  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College**

## INTRODUCTION

Caleris, Inc.

PROJECT # 1

### COMPANY BACKGROUND

Caleris was founded by two native Iowan entrepreneurs, Rick Grewell and Sheldon Ohringer. Grewell and Ohringer, who with a combined 40+ years Information Technology management experience, realized a huge opportunity when they acquired an established 10-year-old technical support service provider. The two sought to continue the company's reputation as a preferred customer support provider and greatly expand the business, adding additional services and creating new jobs. Formerly known as ECI, Caleris' technical support operations were established in Iowa in 1993 to take advantage of the central time zone, the Midwestern work ethic, and favorable economy. Today, Caleris continues to thrive because of these advantages, providing all services from Iowa. The company is privately owned.

### LOCATION OF PROJECT

Newton, IA

### BASE HEAD COUNT

140

### NUMBER OF NEW POSITIONS

91

### PREVIOUS PROJECTS

None

### SUPPLEMENTAL INFORMATION

3 positions will be above the average regional wage of \$14.98/hr.

### PRELIMINARY DATE

2/7/07

### PROJECT END DATE

June 2011

## LIST OF POSITIONS

### PROJECT #1

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	ANTICIPATED HIRING DATE
Supervisor	1	*\$17/hour	February-07
Trainer	1	*\$15/hour	February-07
DRA	3	\$11/hour	February-07
DRA	6	\$11/hour	March-07
DRA	10	\$11/hour	April-07
Supervisor	1	*\$15/hour	April-07
DRA	11	\$11/hour	April-07
DRA	10	\$11/hour	May-07
Supervisor	2	\$14/hour	June-07
Technical support agent	10	\$11/hour	June-07
DRA	10	\$11/hour	June-07
Technical support agent	11	\$11/hour	June-07
DRA	10	\$11/hour	August-07
Quality specialist	5	\$12/hour	November-07

\*These positions are above the average regional wage of \$14.98/hr

#### Benefits:

Health Insurance, Dental, 401K, Life, Disability and 401K

NEW POSITIONS:

91

## TRAINING PLAN

TRAINING FUND:

\$174,125.00

DMACC FEE IV:

\$0.00

AVAILABLE TRAINING:

\$174,125.00

COMPANY:

Caleris

PROJECT # 1

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Management/Supervisory Training: The company realizes the need for training their managers and supervisors to be able to effectively lead others in accomplishing the business' objectives and goals. Having better trained managers and supervisors will help ensure that employees will be able to perform at a high rate of return.	The company expects leaders with interpersonal skills, the ability for managers and supervisors to train new employees, the ability to foster a team environment and the proper skills to manage employees.	DMACC and/or other vendors may provide training that can include short courses, workshops, credit classes, continuing education classes and customized training. Consulting may also be included	\$20,000.00		\$18,000.00	\$2,000.00	
Technical Training: The company understands that technical training is needed for new employees to succeed in their positions. Training will help employees meet internal and external customer expectations.	The company expects employees to perform industry specific skills, operate equipment and use computers and communication equipment in a proper fashion.	The company may provide technical training activities, materials and facilitator guides to support the learning process. Outside reference material and technical manuals are some of the resources that may be utilized in the training process. Consulting may also be included.	\$90,000.00	\$80,000.00		\$10,000.00	
		<b>TOTAL</b>	<b>\$110,000.00</b>	<b>80,000.00</b>	<b>18,000.00</b>	<b>12,000.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 2

COMPANY:

Caleris

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS II	OJT V
		<b>BALANCE BROUGHT FORWARD</b>	<b>\$110,000.00</b>	<b>80,000.00</b>	<b>18,000.00</b>	<b>12,000.00</b>	<b>0.00</b>
<b>Computer Training:</b> Computer technology is in a constant state of change and employees will need to be trained in the latest technology. Employees will also need to be trained to use the company's existing software and hardware.	Employees are expected to be able to use existing technology and incorporate new technology into the workplace.	The company may provide technical training activities and materials to support the learning process. Reference material and technical manuals are some of the resources that may be utilized in the training process. Training may include on-line courses. Consulting may also be included.	\$10,000.00	\$9,000.00		\$1,000.00	
<b>Professional and Job Skill Training:</b> The company needs its employees to have a variety of skills in order for them to perform their jobs effectively. These skills are needed for both the leadership and the hourly employees	The outcomes include employees being able to deal with changes in the workplace, employees able to use technical information to aid them in their positions and employees with the professional skills to ensure that they remain productive.	Training may include short courses, workshops, conferences, seminars, credit classes, continuing education classes and customized training. Consulting may also be included.	\$5,000.00	\$4,500.00		\$500.00	
<b>Legal Training:</b> The company needs its employees to that are aware of legal practices in industry.	Employees are expected to be perform their duties in a legal manner and be able to communicate with others using legal language.	Internal trainers or outside vendors may provide training that can include short courses, workshops, seminars, credit classes, continuing education classes and customized training. Consulting may also be included	\$10,000.00	\$9,000.00		\$1,000.00	
		<b>TOTAL</b>	<b>\$135,000.00</b>	<b>102,500.00</b>	<b>18,000.00</b>	<b>14,500.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 3

COMPANY:

Caleris

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
		<b>Balance Brought Forward</b>	<b>\$135,000.00</b>	<b>102,500.00</b>	<b>18,000.00</b>	<b>14,500.00</b>	<b>0.00</b>
<b>Comprehensive Training Materials:</b> The company requires a space with equipment and materials at its location to allow students access to training.	Students will have access to a convenient training area that has the proper equipment and materials so as to maximize the success of training.	Materials such as audio visual equipment, computers, software, videos, manuals and other training materials may be purchased for a training area and library.	\$20,000.00			\$20,000.00	
<b>Quality/Continuous Improvement Training:</b> In order for a company to maintain it's current clients and obtain new clients, it must constantly monitor and improve the quality of its products and services and continually improve the efficiency of its operation.	The company expects employees to be able to identify waste, improve quality and streamline processes.	The company may receive training in Lean Operations WorkPlace Lean, ISO, TQM and other quality and continuous improvement training. Consulting may also be included	\$10,000.00	\$9,500.00		\$500.00	
<b>Sales and Customer Service:</b> The company understands that meeting the needs of the customer is extremely important to the continued existence of the company. Keeping existing clients and obtaining new clients will help ensure the profitability of the company.	The company expects an increase in satisfied customers, sales and the ability of employees to meet the needs of the customers	Employees are expected to be able to use existing technology and incorporate new technology into the workplace.	\$9,125.00	\$8,125.00		\$1,000.00	
		<b>TOTAL</b>	<b>\$174,125.00</b>	<b>120,125.00</b>	<b>18,000.00</b>	<b>36,000.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Caleris, Inc.  
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

I.	JOB SKILL TRAINING	\$120,125
II.	SUPERVISORY SKILLS	\$18,000
III.	TRAINING MATERIALS	\$36,000
IV.	DMACC FEE	\$
V.	ON THE JOB TRAINING	\$0
TOTAL TRAINING BUDGET		\$174,125

The training began 2/1/07 and will continue to June 2011.

Upon receipt of proper documentation, reimbursement to Caleris, Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Caleris, Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

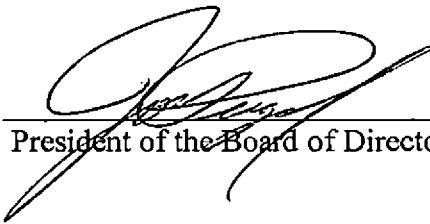
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Cascade Lumber Company. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$45,000 Aggregate Principal Amount of New Jobs Training Certificates (Cascade Lumber Company Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$45,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (CASCADE LUMBER COMPANY PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Cascade Lumber Company (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$45,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$45,000 of New Jobs Training Certificates (Cascade Lumber Company Project #2) of the College (the "Certificates"), with \$32,000 of the Certificates issued under the Act and \$13,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(CASCADE LUMBER COMPANY PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

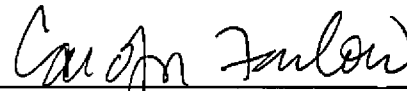
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$45,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Cascade Lumber Company Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Cascade Lumber Company in Pleasantville, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors


Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$45,000 of New Jobs Training Certificates (Cascade Lumber Company Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Cascade Lumber Company**

---

Project # 2

Dated as of February 11, 2008



## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Cascade Lumber Company (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Will Noonan, HR Manager  
Cascade Manufacturing Company  
PO Box 220  
Cascade, Iowa 52033

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.



Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

**Cascade Manufacturing Company**

[Printed Name of Employer]

[Federal I.D. #] 42-0935093

By: [Signature]

[Printed Name] RAYMOND J NOONAN JR

[Printed Title] PRES

Email address RJNOONANJR@CASCADE-MFG-

Date: 11/30/07 CO.COM

ATTEST:

By: [Signature]

[Printed Name] Cheila Rae Goodken

[Printed Title] Bookkeeper

State of Iowa

County of Dubuque :ss

On this date: 11/30/07

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Raymond J Noonan, Jr

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] President

of the above named Employer, a corporation organized in the State of Iowa;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] 11/30/07

[SEAL]

31 Aug 2010

[Signature] DUBUQUE IOWA

Notary Public in and For Said County and State

[Printed Name] JOHN R. RETHOFF

Commission Expires [Date] 31 Aug 2010

↓ DMACC ↓

**DES MOINES AREA COMMUNITY COLLEGE**

By: [Signature]

[Printed Name] Joe Pusch

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By: \_\_\_\_\_

[Printed Name] \_\_\_\_\_

[Printed Title] \_\_\_\_\_

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Pusch

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed

on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public in and For Said County and State

[Printed Name] Carolyn D Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

Please see attached sheet.

### **DESCRIPTION OF PERSONAL PROPERTY**

ATTACHMENT TO THIRD PARTY LENDER AGREEMENT

Description: Tract A: That part of the E ½ of the NE ¼ of Section 9, Township 76 North, Range 21 West of the 5<sup>th</sup> P.M. as described in the Plat of Survey recorded in Book 2004, Page 4740.

Tract B: Parcel D of part of the S ½ of the SE ¼ of the NE ¼ and part of the N ½ of the NE ¼ of the SE ¼ of Section 9, Township 76 North, Range 21 West of the 5<sup>th</sup> P.M. according to Plat of Survey thereof recorded in Book 242, Page 232, Deed Record.

Tract C: Lot 2 in Northfield Industrial Park – Plat 1, an addition to the Town of Pleasantville, Iowa.

Tract D: Part of the NE ¼ of the SE ¼ and part of the SE ¼ of the NE ¼ of Section 9, Township 76 North, Range 21 West of the 5<sup>th</sup> P.M., more particularly described as follows: Commencing at the Southeast corner of said Section 9, thence North 00° 08' 04" West 793.04 feet along the East line of the SE ¼ thereof to the Northeast right of way line of former Iowa Highway No. 5, thence North 51° 35' West along said Northeast right of way line 986.90 feet to the South corner of Lot 1 of Northfield Industrial Park Plat 1, thence North 38° 25' 44" East 331.64 feet to the East corner of said Lot 1 and the point of beginning, thence North 51° 35' West 958.09 feet along the Northeast line of said Northfield Industrial Park Plat 1 to the Northwest corner thereof, thence North 00° 04' 14" East along the West line of said NE ¼ of the SE ¼ and the West line of said SE ¼ of the NE ¼ in Section 9 1002.32 feet to the North line of the S ½ of said SE ¼ of the NE ¼, thence North 88° 39' East 405.36 feet along said North line to the Southwesterly right of way line of the existing railroad, thence South 27° 45' 31" East 1117.63 feet, 50 feet Southwesterly of and parallel with the centerline of said railroad, thence South 38° 22' 45" West 48.93 feet to the East corner of Parcel "D" of said NE ¼ of the SE ¼, thence North 27° 45' 31" West 208.75 feet to the North corner thereof, thence South 38° 22' 45" West 208.36 feet to the West corner of said Parcel "D", thence South 27° 45' 31" East 208.75 feet to the South corner thereof, thence South 27° 43' 49" East 268.74 feet, thence South 38° 24' 46" West 227.97 feet to the point of beginning.

(Subject to easements and restrictions of record.)

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Cascade Manufacturing Company  
PROJECT #2**

**December 2007**

**Prepared By:  
Glenn Volkman  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College**



**INTRODUCTION**  
**Cascade Manufacturing Company**  
**PROJECT # 2**

**COMPANY BACKGROUND**

Cascade Manufacturing Company established in 1963, is a manufacturer and distributor of engineered roof and floor systems plus related products to the construction industry. The goal of our company is to provide the people products, and services to assist in the prompt and cost-effective completion of the customer's construction project. Wood truss components are designed to save installation time. Modern fabrication equipment in two locations and a highly skilled workforce allows for precise assembly to the customer's stringent standards. Light gauge steel trusses are produced in a separate modern facility.

**LOCATION OF PROJECT**

701 Iowa Street, Pleasantville, Iowa

**BASE HEAD COUNT**

23

**NUMBER OF NEW POSITIONS**

12

**PREVIOUS PROJECTS**

Cascade has one previous project and is current on withholding.

**SUPPLEMENTAL INFORMATION**

**4 positions have wages exceeding the average regional wage of \$14.98 therefore qualifying for the supplemental withholding diversion.**

**PRELIMINARY DATE**

2/1/2006

**PROJECT END DATE**

June 2011

## LIST OF POSITIONS

### PROJECT #2

TITLE	NUMBER OF POSITIONS	STARTING HOURLY WAGE	ANTICIPATED HIRING DATE
Safety Manager	1	\$ * 15.00	July-06
Driver	1	\$ 13.25	May-06
Driver	1	\$ 12.00	July-07
Dispatch	1	\$ * 15.50	March-06
Shift Manager-2nd	1	\$ 14.25	November-07
Designer	1	\$ * 16.14	April-07
Shift Manager-3rd	1	\$ * 15.65	July-07
Saw/Production	5	\$ 10.00	August-07 to Spring 08
Total New Jobs	12		

\*These positions are greater than the average regional wage of \$14.98/hr

#### Company Benefits:

Health Insurance

Dental

Drug Coverage

Life

401K

Vacation

NEW POSITIONS: 12

## TRAINING PLAN

TRAINING FUND: \$ 34,477.00

DMACC FEE IV:

AVAILABLE TRAINING: \$ 34,477.00

COMPANY: Cascade Manufacturing Company

PROJECT # 2

### BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUP/MAN	MATERIAL	OJT V
<b>Safety Training</b> Safety is of the utmost importance to the company and with the use of many types of automated equipment, employees must be trained in the safe usage of this equipment as well as learning to notice safety hazards that may develop.	Employees will be trained in evacuation hazardous communications, CPR and first aid, housekeeping, slips, trips, falls, proper lifting techniques, personal protective equipment, hearing and noise prevention, eye protection, lockout/tag out, vehicle safety, forklift safety, defensive driving, ergonomics, office safety and workplace violence.	Cascade will work with the Iowa-Illinois Safety Council and DMACC to provide the training through a variety of safety courses. Project funds will also be used to purchase training materials, videos, CD-ROMs and other multimedia products for ongoing training. WTCA curriculum may be used	\$2,600.00	\$2,000.00		\$600.00	
<b>Quality Control</b> Cascade wants to maintain their high quality standards and to become a Wood Truss Council of America (WTCA) certified company.	Cascade will manufacture high quality trusses and implement programs to monitor this on an ongoing basis.	WTCA consultants will be hired to train the quality control inspector on the software, inspection process, inspection standards, and reporting requirements.	\$650.00	\$650.00			
<b>Lean Operations Training</b> Cascade is continually looking for ways to improve their processes and eliminate waste in order to stay competitive in the industry.	Employees will be trained in Lean principles including how to: reduce lead time increase customer satisfaction reduce costs increase productivity decrease inventory levels	Cascade will work with DMACC to provide training in basic Lean principles, 5S, visual stream mapping and other areas identified. Consultants will work with the company to help implement these techniques.	\$3,700.00	\$3,700.00			
<b>TOTAL</b>			<b>\$6,950.00</b>	<b>6,350.00</b>	<b>0.00</b>	<b>600.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 2

COMPANY:

Cascade Manufacturing

PROJECT # 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUP MAN	TRAINING MATERIALS	OJT V
		<b>BALANCE BROUGHT FORWARD</b>	\$6,950.00	6,350.00	0.00	600.00	0.00
<b>Human Resource Training</b> In order for managers and supervisors to be most effective they will need a basic overview of the key areas of human resources.	Training will provide managers/supervisors with the necessary background to effectively and legally perform their HR related job functions.	The company will work with DMACC and other vendors to provide training in these areas.	\$650.00	\$650.00			
<b>Truss Technician Training</b> Technicians in this area will need to be highly skilled to perform their jobs in a manner that will maintain the high standards set for products manufactured by Cascade.	Truss technicians will have skills in both the design and engineering fundamentals of metal plate connected trusses. The designer will achieve Level 1 or 2 status. Designer, Level 1, will have a better understanding of truss design, manufacturing, basic math, trigonometry, and load development. Designer, Level 2, will have a better understanding of the principals of wood member design, plate calculations, and the application of loads.	Project funds will be used to purchase access to an online Truss Technician Training Program	\$2,700.00	\$2,700.00			
<b>Comprehensive Training Materials:</b> The company requires a space with equipment and materials at its location to allow students access to training.	Students will have access to a convenient training area that has the proper equipment and materials so as to maximize the success of training.	Materials such as audio visual equipment, computers, software, videos, manuals and other training materials may be purchased for a training area and library.	\$1,000.00			\$1,000.00	
		<b>TOTAL</b>	<b>\$11,300.00</b>	<b>9,700.00</b>	<b>0.00</b>	<b>1,600.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 3

COMPANY:

Cascade Manufacturing

PROJECT # 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUP MAN	TRAINING MATERIALS III	OJT V
<b>Supervisory Training</b> In order for the supervisors to be most effective in leading their employees, they will need training in the basic supervisory skills.	Lead employees will develop a core background of knowledge and skills needed to effectively manage and train their subordinates. Possible topics will include: performance management, coaching, delegating, problem solving, change management, employee performance, and their proper documentation.	Balance Brought Forward  The company will work with DMACC and other providers to customize supervisory training. Consideration will also be given to hiring a consultant who can work with supervisors individually. Includes, coaching, leadership and communications skills	\$11,300.00  \$2,500.00	9,700.00	0.00  \$2,500.00	1,600.00	0.00
<b>On-The-Job-Training</b> New employees will receive job specific skills training on the shop floor until they can produce trusses of a consistent and predictable quality.	Training will include a review of lumber grades, lumber and plate inventory, tagging procedure, converting pitch into degrees, reading tape measure and square. Work order training will include instruction on interpreting design drawings, cutting lists, and setting puck locations along with a review of the company Truss Assembly Guidelines.	Training will be provided onsite by Cascade employees from their other Iowa location in order to maintain consistent quality in their products. Reimburse as per SVP codes	\$17,200.00				\$17,200.00
<b>Professional and Job Skill Training:</b> The company needs its employees to have a variety of skills in order for them to perform their jobs effectively. These skills are needed for both the leadership and the hourly employees	The outcomes include employees being able to deal with changes in the workplace, employees able to use technical information to aid them in their positions and employees with the professional skills to ensure that they remain productive.	Training may include short courses, workshops, conferences, seminars, credit classes, continuing education classes and customized training. Motivational speakers, orientation and consulting may also be included.	\$3,477.00	\$3,477.00			
TOTAL			\$34,477.00	13,177.00	2,500.00	1,600.00	17,200.00

**TRAINING BUDGET  
FOR  
Cascade Manufacturing Company  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$13,177</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$2,500</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$1,600</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$17,200</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$34,477</b>

The training began 2/1/06 and will continue to June 2011.

Upon receipt of proper documentation, reimbursement to Cascade Manufacturing Company for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Cascade Manufacturing Company with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

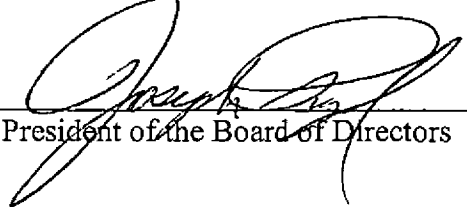
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Deere Credit Services, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$1,585,000 Aggregate Principal Amount of New Jobs Training Certificates (Deere Credit Services, Inc. Project #9) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$1,585,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (DEERE CREDIT SERVICES, INC. PROJECT #9) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Deere Credit Services, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$1,585,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$1,585,000 of New Jobs Training Certificates (Deere Credit Services, Inc. Project #9) of the College (the "Certificates"), with \$814,500 of the Certificates issued under the Act and \$770,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(DEERE CREDIT SERVICES, INC. PROJECT #9)  
OF DES MOINES AREA COMMUNITY COLLEGE

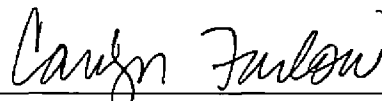
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$1,585,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Deere Credit Services, Inc. Project #9) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Deere Credit Services, Inc. in Johnston, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$1,585,000 of New Jobs Training Certificates (Deere Credit Services, Inc. Project #9) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
                                      ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Deere Credit Services, Inc.**

---

Project # 9

Dated as of February 11, 2008

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Deere Credit Services, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Deleware and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.



(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:      Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:      Deere Credit Services  
                                    6400 NW 86<sup>th</sup> Street  
                                    Johnston, Iowa 50131  
\_\_\_\_\_  
\_\_\_\_\_

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the



Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Deere Credit Services, Inc.

[Printed Name of Employer]

[Federal I.D. #] 36-3423266

By:

[Printed Name] Holly M Dierks

[Printed Title] Vice President HR

Email address DierksHollyM@JohnDeere.com

Date: 27 Dec 07

ATTEST:

By: Deborah K. Harper

[Printed Name] Deborah K. Harper

[Printed Title] Notary

State of Iowa

County of Polk :ss

On this date: 12/27/07

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Holly M. Dierks

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Vice President, HR

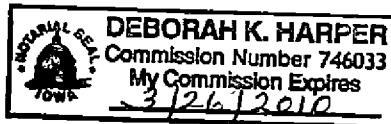
of the above named Employer, a corporation organized in the State of Iowa

; that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] December 27, 2007

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Deborah K. Harper

Commission Expires [Date] 3/26/2010

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name] Joe Pradel

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Pradel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

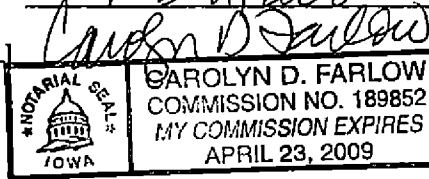
[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Carolyn D. Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

This project is funded solely from diversion of Iowa withholding on new positions. Lot 1, Johnston Station Plat 1

### **DESCRIPTION OF PERSONAL PROPERTY**

**TRAINING PLAN AND BUDGET  
FOR**

**DEERE CREDIT SERVICES, INC.  
Project #9**

**Prepared By:**

**Larry Grubisich  
DMACC Business Services  
Des Moines Area Community College**

**November 6, 2007**

**INTRODUCTION**  
**Deere Credit Service, Inc.**  
**PROJECT # 9**

**COMPANY BACKGROUND**

John Deere began financing equipment more than 100 years ago. In 1986, John Deere consolidated its U.S. retail finance operations into one centralized unit, then known as John Deere Credit. At that time the company provided financing of farm machinery as well as industrial, lawn and grounds care equipment purchases. Since that time John Deere Credit has continued to add new products and extend existing products into new markets. The company is a single source for installment, leasing, revolving, and floor plan financing. They also changed their name to Deere Credit Services.

Deere Credit Services has participated in eight previous New Jobs Training Projects since 1986 as the company continues to grow.

**LOCATION OF PROJECT**

Johnston, Iowa

**BASE HEAD COUNT**

1052

**NUMBER OF NEW POSITIONS**

137

**PREVIOUS PROJECTS**

Project # 1 1986, Project #2 1987, Project #3 1988, Project #4 1988, Project #5 1989, Project #6 1990, Project #7 1996, Project #8 2002

**SUPPLEMENTAL INFORMATION**

122 positions exceed the average regional wage of \$14.98 and are eligible for the supplemental diversion

**PRELIMINARY DATE**

October 1, 2007

**PROJECT END DATE**

October 1, 2010

**LIST OF POSITIONS  
DEERE CREDIT SERVICES, INC.  
260E PROJECT #9**

<b>Title</b>	<b>#Positions</b>	<b>Salary</b>
*Wind Energy Business Development	1	\$65,004
*Accountant	1	\$75,000
*Account Mgr Sales/Marketing	1	\$120,000
*Manager Division Accounting	1	\$126,000
*Manager Agribusiness Development	1	\$110,004
*IT Analyst	1	\$63,000
*IT Analyst	1	\$70,000
*Accounting Associate	2	\$66,376
*Accountant	1	\$40,856
*Business Analyst	1	\$59,000
*Business Analyst Mgr	1	\$84,283
*Business Analyst	2	\$139,492
*Account Credit Manager	2	\$139,492
*Account Credit Manager	1	\$59,000
*Service Coordinator	1	\$40,856
*Service Coordinator	3	\$99,564
*Training & Development Associate	1	\$49,183
*Marketing Specialist	1	\$69,746
*Product Development Manager	1	\$100,829
Customer Service Rep	3	\$85,407
*Training Manager	1	\$69,746
*Field Services Manager	1	\$84,283
*Claims Analyst	3	\$147,549
*Insurance Specialist	10	\$490,183
*Insurance Specialist	4	\$236,000
*Insurance Specialist	2	\$81,712
*Insurance Specialist Mgr	1	\$69,746
*Insurance Professional	2	\$139,492
*Credit Risk Analyst	1	\$59,000
*Compliance Analyst	2	\$98,366
*Business Development Manager	1	\$100,829
*Business Development Director	1	\$132,678
*Database Analyst	1	\$59,000

*Database Analyst	1	\$69,746
*Technology Architect	1	\$100,829
*IT Data Analyst	1	\$69,746
*IT Analyst	3	\$177,000
*IT Analyst	5	\$348,730
*Project Manager	1	\$84,283
*IT Division Lead	1	\$84,283
*IT Quality Assurance Analyst	4	\$196,732
*IT Quality Assurance Analyst	5	\$295,000
*IT Quality Assurance Analyst	3	\$209,238
*IT Business Analyst	1	\$69,746
*Master Process Pro	2	\$168,566
*Process Pro	1	\$69,746
*Data Coordinator	1	\$33,188
*Portfolio Specialist	1	\$40,856
*Paralegal	1	\$40,856
*Account Credit Manager	1	\$49,183
*Manager Strategic Planning	1	\$69,746
*Business Development Manager	2	\$201,658
*Business Development Manager	1	\$84,283
*Director Business Development	1	\$132,678
*Project Development Manager	1	\$100,829
*Business Analyst	1	\$49,183
*Wind Analyst	1	\$49,183
*Supply Analyst	1	\$49,183
*Electrical Engineer	1	\$69,746
*Operations & Maintenance Analyst	1	\$59,000
*Construction Senior Engineer	1	\$69,746
*Market Development Analyst	1	\$69,746
*Business Process Analyst	1	\$69,746
*Utility Project Manager	1	\$84,283
*Credit & Contract Analyst	1	\$49,183
*Accountant	2	\$139,492
*Financial Analyst	1	\$69,746
*Senior Credit Analyst	2	\$118,000
*Assumption Specialist	1	\$33,188
Telephone Collector	12	\$341,628
*Collections Supervisor	1	\$49,183
*Process Coordinator	1	\$49,183
*Business Process Analyst	1	\$69,746



*Credit Risk Analyst	2	\$139,492
*Credit Training Analyst	1	\$59,000
*Credit Review Analyst	1	\$59,000
*Compliance Trainer	1	\$59,000
*Business Process Analyst	1	\$59,000
*Sales Support	2	\$98,366
*Mgr Product Market Development	1	\$69,746
*Account Credit Manager	1	\$59,000
<hr/>		
TOTAL	137	\$8,220,367

NOTE: All positions identified with an \* qualify for the 1.5% supplemental withholding diversion.

Benefits include: medical and dental insurance, regular life insurance, 401K, disability, optional life, vacations, holidays, tuition aid, federal reimbursement accounts (child care, etc) stock purchases, wellness program.

NEW POSITIONS: 137

COMPANY: Deere Credit Services

## TRAINING PLAN

PROJECT #9

TRAINING FUND: \$1,250,471  
 DMACC FEE IV:  
 AVAILABLE TRAINING: \$1,250,471

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISOR Y TRAINING II	TRAINING MATERIALS III	OJT V
<b>Leadership Development:</b> As the company grows we need more employees ready to be in key leadership positions, some of which do not exist today.	More employees will be included in leadership development training, classes and workshops to prepare for the predicted openings in key positions. Focus may need to be more on non-domain leadership skills (thought leadership, change management, executive presence, presentation skills etc).	Accelerate number of employees able to attend leadership classes and workshops and include others at lower levels in the organization. Prepare individual contributors to become supervisors and managers.	\$250,000.00		250,000.00		
<b>New Employee Immersion:</b> The new businesses that we are entering require very specific industry knowledge, thus most employees are new to Deere, its culture, values, processes etc	Expose all new employees to the company history and culture. Educate employees on key company processes such as Performance Management, Succession Planning, Compensation and Benefits, Engage & Retain program etc. Develop connection to Equipment division and understanding of career opportunities.	Deere classes offered in Moline. May need to develop training on-site.	\$70,000.00	80,000.00		10,000.00	
<b>Credit Skills Development:</b> High level, complex credit skills need developed in various new and existing businesses.	Credit Skills training for high level, complex credit underwriting and credit risk analysis for our various new and existing businesses.	Hire training consultant and develop in-house class and/or purchase training materials from 3rd party and customize to our company's needs.	\$250,471.00	75,000.00		175,471.00	
<b>Compliance Training:</b> As our business grows and compliance requirements change, the company needs very specific regulatory and compliance training for certain businesses as well as overall compliance training for all employees.	Understanding of regulations and compliance that govern our specific new and existing businesses.	Utilize 3rd party consultants, develop and customize training as required.	\$15,000.00	10,000.00		5,000.00	
<b>Customer Service Training:</b> Quality training for employees with various jobs that contact customers. We need more quality training, communication and people skill training and the ability to make outbound calls for cross-selling purposes.	Better understanding of how to improve satisfaction levels with customers and ability to increase sales by outbound cross-selling calls.	Third Party (C. Wenger) would administer additional call coaching to new and existing employees in various departments. Deere classes and additional specific training needs developed or customized.	\$150,000.00	75,000.00		75,000.00	

<p><b>Sales Training:</b> Develop more effective skills for employees to focus on retaining and increasing sales for key accounts (customer relationship management). Need to increase negotiation and presentation skills.</p>	<p>Increase sales and customer retention by improving overall sales, negotiation and presentation skills in sales staff.</p>	<p>Utilize consultant to develop training plan</p>	<p>\$150,000.00</p>	<p>150,000.00</p>			
<p><b>Systems Training:</b> With the new business growth, the company needs to purchase and/or develop new systems that require training for new and existing employees.</p>	<p>Understanding of the various system requirements for a variety of product and accounting needs.</p>	<p>Will require purchase of various software packages, training the trainer and OJT application.</p>	<p>\$25,000.00</p>	<p>20,000.00</p>		<p>5,000.00</p>	
<p><b>Technical Job Skills Training:</b> General as well as specific technical training is needed for our various new businesses such as Renewables and Insurance.</p>	<p>Employee understanding of the industry in general and very specific understanding of industry related knowledge.</p>	<p>Attend conferences and seminars. Subject matter experts to develop and deliver training. Train the trainer may be necessary so rest of employees may be trained in-house.</p>	<p>\$200,000.00</p>	<p>150,000.00</p>		<p>50,000.00</p>	
<p>Employees in various businesses need to increase their understanding of the various stakeholders (contractors, dealers, customers) and products.</p>	<p>Employees would have a better understanding of the various industries and various contracting businesses and stakeholders in order to develop products and services that better serve their needs</p>	<p>Focus on "Working as One" philosophy by holding seminars and scheduling visits specific to business needs.</p>	<p>\$75,000.00</p>	<p>75,000.00</p>			
<p>As our business grows we need to increase the number of employees that have knowledge of our systems and process improvement and project management methodology.</p>	<p>Better understanding of Six Sigma methodology and how to apply to process improvement projects. Broader base of employees understanding how quality initiative (Baldrige criteria) impacts their job. More employees trained and certified in various new and existing systems.</p>	<p>Deere sponsored classes and 3rd party vendor. Train the trainer.</p>	<p>\$30,000.00</p>	<p>30,000.00</p>			
<p>In order to grow and more efficiently and effectively manage our mature businesses, we need to increase employee understanding in specific areas such as workforce management, direct marketing, commercial loan documentation, fraud investigation etc.</p>	<p>Employees can apply other strategies and tools to more effectively and efficiently manage various aspects of the business. Employees would have a more in-depth understanding of areas specific to their job.</p>	<p>Employees would attend conferences to benchmark with other companies. Purchase workforce management tool to assist with staffing needs. Third party vendor to provide training to internal staff.</p>	<p>\$35,000.00</p>	<p>35,000.00</p>			
TOTAL			\$1,250,471	\$680,000	\$250,000	\$320,471	\$0

**TRAINING BUDGET  
FOR  
DEERE CREDIT SERVICES, INC.  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$680,000</b>
	New Employee Orientation	
	Customer Service Training	
	Credit Training	
	Sales Training	
	Computer Training	
	Compliance Training	
	Technical Job Skill Training	
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$250,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$320,471</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$1,250,471</b>

The training began October 1, 2007 and will continue to October 1, 2010.

Upon receipt of proper documentation, reimbursement to Deere Credit Services, Inc for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Deere Credit Services, Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

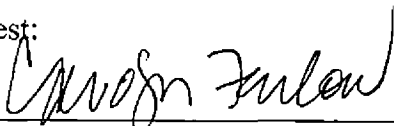
Matters were discussed concerning a New Jobs Training Agreement between the College and The Gates Corporation. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$120,000 Aggregate Principal Amount of New Jobs Training Certificates (The Gates Corporation Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

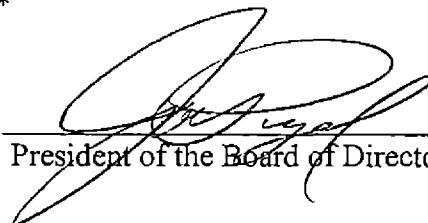
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

Attest:



Secretary of the Board of Directors



President of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$120,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (THE GATES CORPORATION PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with The Gates Corporation (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and



WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$120,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$120,000 of New Jobs Training Certificates (The Gates Corporation Project #2) of the College (the "Certificates"), with \$111,000 of the Certificates issued under the Act and \$9,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(THE GATES CORPORATION PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$120,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (The Gates Corporation Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at The Gates Corporation in Boone, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

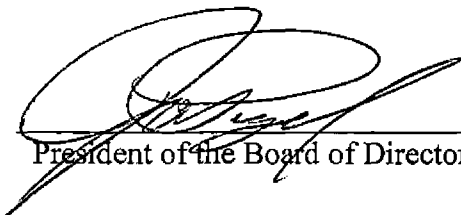
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$120,000 of New Jobs Training Certificates (The Gates Corporation Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Gates Corporation**

---

Project # 2

---

Dated as of February 11, 2008

---

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Gates Corporation (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Colorado and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with



the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the

payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## ARTICLE IV

### EVENTS OF DEFAULT AND REMEDIES

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments

or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50021

If to the Employer: Mark Cooper  
Gates Corporation  
2121 Industrial Park Road  
Boone, IA 50036

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## ARTICLE VI

### SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]



↓ EMPLOYER ↓

Gates Corporation

[Printed Name of Employer]

[Federal I.D. #] 84-0857401

By:

[Printed Name]

[Printed Title]

Email address

Date:

SHAWN WHITE

PLANT MANAGER

SW5758@gates.com

11/30/07

ATTEST:

By:

[Printed Name]

[Printed Title]

State of

County of

Iowa

Story

:ss

On this date:

11/30/2007

before me, a Notary Public in and for the above specified County and State, personally appeared [Name]

Shawn White

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title]

Plant Manager

of the above named Employer, a Corporation organized in the State of

Colorado

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date]

11/30/07

[SEAL]



LAURA MINNIHAN  
Commission Number 744077  
My Commission Expires  
November 21, 2009

Notary Public In and For Said County and State

[Printed Name]

Commission Expires [Date]

Laura Minnihan

11/21/2009

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name]

[Printed Title]

Date:

Joe Pucel

Board President

Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk

:ss

On this date:

Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared [Name]

Joe Pucel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title]

Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date]

Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name]

Commission Expires [Date]

Carolyn D Farlow

4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

The East four hundred forty (440) feet of the West eight hundred eighty (80) feet, except the North four hundred ninety-five (495) feet thereof, of that part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Eighty-four (84) North, Range Twenty-six (26), West of the 5th P.M., Boone County, Iowa, lying South of the right-of-way of the Fort Dodge, Des Moines, and Southern Railroad, subject to public roads and easements of record.

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new positions.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Gates Corporation  
PROJECT #2**

**August 2007**

**Prepared By:  
Jeff Janes  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College**

# INTRODUCTION

## Gates Corporation

### PROJECT # 2

#### COMPANY BACKGROUND

Gates Corporation's history dates back to 1911 when Charles Gates, Sr. bought the Colorado Tire and Leather Company. It has grown into the world's largest producer of automotive and industrial power transmission belts. The company is also the world's leading manufacturer of hose products. The Boone facility was opened in July of 1977 and produces hydraulic assemblies. The Gates Corporation and Tompkins PLC merged in July of 1996.

#### LOCATION OF PROJECT

2121 Industrial Park Road, Boone, IA 50036

#### BASE HEAD COUNT

187

#### NUMBER OF NEW POSITIONS

40

#### PREVIOUS PROJECTS

Project #1 in December of 2004

#### SUPPLEMENTAL INFORMATION

2 of the positions will earn greater than the \$13.62 average Boone County wage.

#### PRELIMINARY DATE

February 6, 2007

#### PROJECT END DATE

May 2011

LIST OF POSITIONS  
Gates Corporation  
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
*Controller	1	\$ 24.04
*Customer Service	1	\$ 16.35
Production Worker	18	\$ 13.11
Production Worker	20	\$ 12.70

Company Benefits:

Medical Insurance  
Dental Insurance  
Vision  
Life Insurance  
Flexible Spending  
401 (K)  
Sick Pay  
Extended Sick Pay  
Vacation  
Holidays

\* Positions with a wage greater than the average Boone County wage of \$14.19 per hour.

NEW POSITIONS: 40

## TRAINING PLAN

TRAINING FUND: \$ 92,265.00

DMACC FEE IV:

AVAILABLE TRAINING: \$ 92,265.00

COMPANY: Gates Corporation

PROJECT # 2

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Continuous Improvement/Lean</b> Gates Corporation is in an increasingly competitive industry, and this makes it necessary for the company to be as efficient as possible in order to be more productive and profitable. Lean training will help the company look for ways to eliminate waste and become more efficient.	Gates Corporation expects: <ul style="list-style-type: none"> <li>- reduced waste.</li> <li>- increased efficiency.</li> <li>- quality improvements.</li> <li>- increased production capacity.</li> <li>- shorter lead times.</li> <li>- increased customer satisfaction.</li> </ul>	DMACC and/or outside vendors to provide training. Classes, seminars, and training topics may include Lean Operations, 5S, Kaizen, Value-Stream Mapping, TPM, and/or Continuous Improvement. May also include training materials.	\$37,500.00	35,000.00		2,500.00	
<b>Quality Training</b> Gates Corporation understands that customers demand high quality products. High quality products will help gain new clients and keep existing customers.	Expected outcomes: <ul style="list-style-type: none"> <li>- less quality defects.</li> <li>- fewer customer complaints.</li> <li>- increased customer satisfaction.</li> </ul>	Classes, training, and/or seminars to be provided by DMACC and/or outside vendors. Topics may include TS16949, Quality Documents on the Job, and/or associated training materials.	\$13,500.00	13,000.00		500.00	
<b>Safety Training</b> Promoting a safe work environment is of utmost importance to Gates Corporation. Safety consciousness will help reduce the amount of lost work time that can hurt efficiency and employee morale.	Outcomes to include: <ul style="list-style-type: none"> <li>- employees trained to provide safety training to other employees.</li> <li>- reduced work place accidents.</li> <li>- reduced absenteeism related to workplace accidents.</li> </ul>	DMACC and/or outside vendors to provide classes, seminars, and training that will address safety needs. Training topics may include train-the-trainer sessions, OSHA compliance, and/or First Aid/CPR.	\$11,265.00	11,265.00			
<b>TOTAL</b>			<b>\$62,265.00</b>	<b>59,265.00</b>	<b>0.00</b>	<b>3,000.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: Gates Corporation

PROJECT # 2

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Professional Skill Development</b> Gates Corporation needs to have their employees skilled in a variety of areas in order for them to perform their jobs effectively. These skills are needed for supervisors as well as front-line employees.	Expected outcomes: - increased project management skills. - improved problem solving skills. - improved customer service skills. - communications skills to be at a high level among its employees. - supervisors and managers to have the proper skills to lead the company. - employees able to handle change in the workplace.	<b>BALANCE BROUGHT FORWARD</b>  Gates Corporation to pursue DMACC and/or other outside vendors to provide training. Topics may include communication skills, project management, customer service, leadership, management, change management, and conflict management. May include associated training materials.	\$62,265.00	59,265.00	0.00	3,000.00	0.00
<b>Management/Supervisory Training</b> Gates knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.	DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software.	\$13,000.00		13,000.00		
		<b>TOTAL</b>	<b>\$87,265.00</b>	<b>71,265.00</b>	<b>13,000.00</b>	<b>3,000.00</b>	<b>0.00</b>



## TRAINING PLAN

**COMPANY:** Gates Corporation

## PROJECT #2

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Computer Skills Training</b> Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.	Expected outcomes: - ability to maintain computer hardware - employees with the ability to use software to do their jobs more effectively.	Balance Brought Forward  Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and training that may help obtain certifications. Costs may include registration, travel, lodging, and/or materials.	\$87,265.00  \$5,000.00	71,265.00  5,000.00	13,000.00	3,000.00	0.00
		<b>TOTAL</b>	<b>\$92,265.00</b>	<b>76,265.00</b>	<b>13,000.00</b>	<b>3,000.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Gates Corporation  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$76,265</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$13,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$3,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$92,265</b>

The training began February 6, 2007 and will continue to May 2011.

Upon receipt of proper documentation, reimbursement to Gates Corporation for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Gates Corporation with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

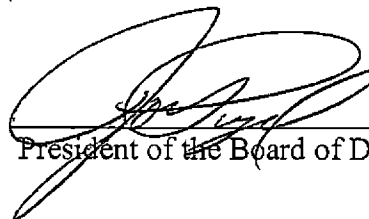
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Smith Jones, Inc. d/b/a Midwest Mfg. Co. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$80,000 Aggregate Principal Amount of New Jobs Training Certificates (Smith Jones, Inc. d/b/a Midwest Mfg. Co. Project #3) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$80,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (SMITH JONES, INC. D/B/A MIDWEST MFG. CO. PROJECT #3) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Smith Jones, Inc. d/b/a Midwest Mfg. Co. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$80,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$80,000 of New Jobs Training Certificates (Smith Jones, Inc. d/b/a Midwest Mfg. Co. Project #3) of the College (the "Certificates"), with \$62,000 of the Certificates issued under the Act and \$18,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(SMITH JONES, INC. D/B/A MIDWEST MFG. CO. PROJECT #3)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$80,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Smith Jones, Inc. d/b/a Midwest Mfg. Co. Project #3) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Smith Jones, Inc. d/b/a Midwest Mfg. Co. in Kellogg, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$80,000 of New Jobs Training Certificates (Smith Jones, Inc. d/b/a Midwest Mfg. Co. Project #3) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



STATE OF IOWA                    )  
                                      ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Smith Jones, Inc. dba Midwest Mfg. Co.**

Project # **3**

Dated as of **February 11, 2008**

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Smith Jones, Inc. dba Midwest Mfg. Co. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)



days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:      Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:      Christine VeVerka  
Smith Jones, Inc. dba Midwest Manufacturing Co  
101 High Street  
Kellogg, IA 50135

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Smith Jones, Inc. dba Midwest  
Manufacturing Co

[Printed Name of Employer]

[Federal I.D. #] 41-0991494

By: Christine L. Hopwood

[Printed Name] Christine L. Hopwood

[Printed Title] Human Resources Mgr.

Email address CVeVorka@Midwestmfg.com

Date: 12-13-07

ATTEST:

By: Beth Stout

[Printed Name] Beth Stout

[Printed Title] Accounting Manager

State of Iowa

County of Jasper :ss

On this date:

before me, a Notary Public in and for the above  
specified County and State, personally appeared

[Name] Christine L. Hopwood

to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the

[Title] Human Resources Mgr.

of the above named Employer, a corporation  
organized in the State of Iowa.

that the foregoing instrument was signed on  
behalf of said Employer by authority of its Board  
of Directors; and acknowledged the execution of  
said instrument to be the voluntary act and deed  
of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] 12-13-07

[SEAL]

Notary Public In and For Said County and State

[Printed Name] Jasper, Iowa

Commission Expires [Date] 12-18-10

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name] Joe Pangel

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date:

before me, a Notary Public in and for the above  
specified County and State, personally appeared

[Name] Joe Pangel

to me personally known, who, being by me duly  
sworn upon oath, did say that he or she is the

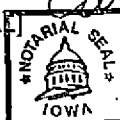
[Title] Board President

of Des Moines Area Community College, Ankeny  
Iowa; that the foregoing instrument was signed  
on behalf of Des Moines Area Community  
College by authority of the Board of Directors;  
and acknowledged the execution of said  
instrument to be the voluntary act and deed of  
said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] Carolyn D. Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

EXHIBIT "B"

LEGAL DESCRIPTION OF PROJECT SITE

Lot 1 SE NE EX E 458.21' to City Park

Blair & Adams Add 1<sup>st</sup> Add, Lots 5-6-7-8-9 BLK 5  
and outlot 2 @ Alley Btwn Lots 6-7 BLK 5 and all High St

Blair & Adams Add 1<sup>st</sup> Add Lot 13 & Lot 11 BLK 5 EX N  
8' & Lots 2-3-4-5-6 & S 34' Lot BLK 6 & Vac Depot St & all  
Alleys in BLK 6 & 7 EX alley Btwn Lots 1 & 8 BLK 6 &  
Lots 1 thru 8 BLK 7

Pt Lot 2 SE NE North of River ex Park

4 Acres SW NE North east of Ditch & Road on North

Pt Lot 2 SE NE South of River



Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Smith Jones, Inc. dba Midwest Manufacturing Co.  
PROJECT #3**

**December 2007**

**Prepared By:  
Glenn Volkman  
Training Consultant  
DMACC Business Resources  
Des Moines Area Community College**

## INTRODUCTION

Smith Jones, Inc. dba Midwest Manufacturing Co.

### PROJECT # 3

#### COMPANY BACKGROUND

Midwest Manufacturing has been under the current ownership since 2003. Since 1977 the company has been involved in manufacturing of ring gears, rolled rings and flywheel assemblies sold to numerous customers within the automotive, aftermarket and off-highway equipment industries. Their customer base includes: Ford Motor, General Motors, Honda Motors and other tier 1 automotive suppliers. The company's main plant is located in Kellogg, Iowa with a second plant located in Stanberry, Missouri.

#### LOCATION OF PROJECT

Kellogg, IA

#### BASE HEAD COUNT

108

#### NUMBER OF NEW POSITIONS

20

#### PREVIOUS PROJECTS

Midwest has 2 previous projects - both projects have been completed

#### SUPPLEMENTAL INFORMATION

4 positions will pay above the average regional wage of \$14.98/hr.

#### PRELIMINARY DATE

1/1/08

#### PROJECT END DATE

May, 2011

## LIST OF POSITIONS

### PROJECT #3

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
SEE ATTACHED	20	
* These positions are greater than the average regional wage of \$14.98/hr		

Benefits:  
Health Insurance  
Dental  
Life  
Disability  
401K  
Profit Sharing

15. List the jobs that will be retained and/or created as the result of this project. (A retained job is an existing job that would be eliminated or moved to another state if the project does not proceed in Iowa.) For retained jobs, include the current hourly wage rate. For jobs to be created, including the starting hourly wage rate.

Job Title	Skills, Education, or Experience Required	Number of Jobs	Retained (R) or Created (C)	Starting or Current Hourly Wage Rate
<b>Year 1 of the Project</b>				
Manager		1	C	*24.04
Manufacturing Support		1	C	*15.50
Shipping/receiving clerk		1	C	14.10
Quality inspectors		3	C	12.00
Machine attendants		4	C	13.29
Year 1 Subtotal		10		
<b>Year 2 of the Project</b>				
Quality manager		1	C	*19.23
Manufacturing supervisor		1	C	*19.23
Shipping/receiving clerk		1	C	14.50
Maintenance		1	C	14.83
Manufacturing support		1	C	14.00
Machine operators		5	C	14.93
Year 2 Subtotal		10		
<b>Year 3 of the Project</b>				
Year 3 Subtotal				

08

09

Total Number of Retained Jobs:  
Total Number of Created Jobs: 20

NEW POSITIONS:

20

## TRAINING PLAN

TRAINING FUND:

\$58,095.00

DMACC FEE IV:

\$0.00

AVAILABLE TRAINING:

\$58,095.00

COMPANY:

Midwest Manufacturing

PROJECT # 1

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Management/Supervisory Training: The company realizes the need for training their managers and supervisors to be able to effectively lead others in accomplishing the business' objectives and goals. Having better trained managers and supervisors will help ensure that employees will be able to perform at a high rate of return.	The company expects leaders with interpersonal skills, the ability for managers and supervisors to train new employees, the ability to foster a team environment and the proper skills to manage employees.	DMACC and/or other vendors may provide training that can include short courses, workshops, credit classes, continuing education classes and customized training. Consulting may also be included	\$1,000.00		\$1,000.00		
Technical Training: The company understands that technical training is needed for new employees to succeed in their positions. Training will help employees meet internal and external customer expectations.	The company expects employees to perform industry specific skills, operate machinery, operate equipment and use tools in a proper fashion.	The company may provide technical training activities, materials and facilitator guides to support the learning process. Outside reference material and technical manuals are some of the resources that may be utilized in the training process. Consulting may also be included.	\$1,500.00	\$1,500.00			
		<b>TOTAL</b>	<b>\$2,500.00</b>	<b>1,500.00</b>	<b>1,000.00</b>	<b>0.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 2

COMPANY: Midwest Manufacturing

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS II	OJT V
		BALANCE BROUGHT FORWARD	\$2,500.00	1,500.00	1,000.00	0.00	0.00
<b>Computer Training:</b> Computer technology is in a constant state of change and employees will need to be trained in the latest technology. Employees will also need to be trained to use the company's existing software and hardware.	Employees are expected to be able to use existing technology and incorporate new technology into the workplace.	The company may provide technical training activities and materials to support the learning process. Reference material and technical manuals are some of the resources that may be utilized in the training process. Training may include on-line courses. Consulting may also be included.	\$45,000.00	\$41,500.00		\$3,500.00	
<b>Professional and Job Skill Training:</b> The company needs its employees to have a variety of skills in order for them to perform their jobs effectively. These skills are needed for both the leadership and the hourly employees	The outcomes include employees being able to deal with changes in the workplace, employees able to use technical information to aid them in their positions and employees with the professional skills to ensure that they remain productive.	Training may include short courses, workshops, conferences, seminars, credit classes, continuing education classes and customized training. Consulting may also be included.	\$3,000.00	\$3,000.00			
		<b>TOTAL</b>	<b>\$50,500.00</b>	<b>46,000.00</b>	<b>1,000.00</b>	<b>3,500.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 3

COMPANY:

Midwest Manufacturing

PROJECT # 1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
		Balance Brought Forward	\$50,500.00	46,000.00	1,000.00	3,500.00	0.00
Comprehensive Training Materials: The company requires a space with equipment and materials at its location to allow students access to training.	Students will have access to a convenient training area that has the proper equipment and materials so as to maximize the success of training.	Materials such as audio visual equipment, computers, software, videos, manuals and other training materials may be purchased for a training area and library.	\$500.00			\$500.00	
Quality/Continuous Improvement Training: In order for a company to maintain it's current clients and obtain new clients, it must constantly monitor and improve the quality of its products and services and continually improve the efficiency of its operation.	The company expects employees to be able to identify waste, improve quality and streamline processes.	The company may receive training in Lean Operations WorkPlace Lean, ISO, TQM and other quality and continuous improvement training. Consulting may also be included	\$7,095.00	\$6,595.00		\$500.00	
		TOTAL	\$58,095.00	52,595.00	1,000.00	4,500.00	0.00

**TRAINING BUDGET  
FOR  
Smith Jones, Inc. dba Midwest Manufacturing Co.  
PROJECT #3**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$52,595</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$1,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$4,500</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$58,095</b>

The training began 1/1/08 and will continue to June 2011.

Upon receipt of proper documentation, reimbursement to Smith Jones, Inc. dba Midwest Manufacturing Co. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Smith Jones, Inc. dba Midwest Manufacturing Co. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:


<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and NewLink Genetics Corporation. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$75,000 Aggregate Principal Amount of New Jobs Training Certificates (NewLink Genetics Corporation Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$75,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (NEWLINK GENETICS CORPORATION PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with NewLink Genetics Corporation (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$75,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$75,000 of New Jobs Training Certificates (NewLink Genetics Corporation Project #2) of the College (the "Certificates"), with \$39,000 of the Certificates issued under the Act and \$36,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(NEWLINK GENETICS CORPORATION PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

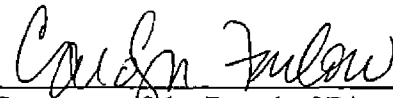
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$75,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (NewLink Genetics Corporation Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at NewLink Genetics Corporation in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

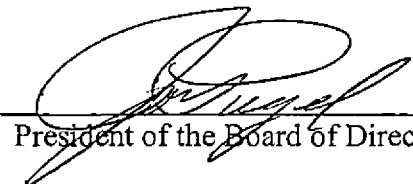
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$75,000 of New Jobs Training Certificates (NewLink Genetics Corporation Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

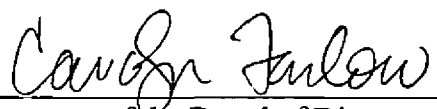
Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
                                      ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**NewLink Genetics Corporation**

---

Project # 2

Dated as of February 11, 2008



## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and NewLink Genetics Corporation (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Delaware and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with

the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the

payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30) days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments

or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:      Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50021

If to the Employer:      Carl Langren  
                                 New Link Genetics Corporation  
                                 2901 South Loop Drive, Suite 3360  
                                 Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.



Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

New Link Genetics Corporation

[Printed Name of Employer]

[Federal I.D. #] 42-1491350

By:

[Printed Name] Carl Langren

[Printed Title] Chief Financial Officer

Email address clangren@bpsys.net

Date: 12/17/2007

ATTEST:

By:

[Printed Name] Veronica Wagener

[Printed Title] HR Manager

State of Iowa

County of Story :ss

On this date: 12/17/2007

before me, a Notary Public in and for the above specified County and State, personally appeared [Name] Carl Langren

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title] Chief Financial Officer

of the above named Employer, a corporation organized in the State of Delaware ;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] 12/17/2007

[SEAL]

SANDRA CARROLL  
Notarial Seal - Iowa  
Commission # 739893  
My Commission Expires 03-28-09

Sandra Carroll

Notary Public In and For Said County and State

[Printed Name] Sandra Carroll

Commission Expires [Date] 3/28/2009

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name]

[Printed Title]

Date:

Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date:

Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared [Name]

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the [Title]

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date]

Feb 11, 2008

[SEAL]

NOTARIAL SEAL  
IOWA

CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name]

Commission Expires [Date]

4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

Iowa State Research Park, 3<sup>rd</sup> Addition, Lot 1

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on the wages paid to new positions.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
New Link Genetics Corp.  
PROJECT #2**

**December 2007**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION  
NEW LINK GENETICS CORPORATION  
PROJECT # 2**

**COMPANY BACKGROUND**

New Link Genetics Corporation is a biopharmaceutical company developing novel drugs and functional genomics solutions with a primary focus on cancer. NewLink's focus is to take novel treatments and diagnostics through the clinical trials process and bringing products to market. The company is currently conducting Phase I/II clinical trials with its proprietary HyperAcute vaccine technology. The Food and Drug Administration has accepted NewLink's Investigational New Drug applications for the HyperAcute vaccine technology allowing NewLink to proceed with clinical trials treating patients with advanced lung cancer, prostate cancer, pancreatic cancer, and malignant melanoma.

**LOCATION OF PROJECT**

2901 South Loop Drive, Suite 3900, Ames, IA 50010

**BASE HEAD COUNT**

50

**NUMBER OF NEW POSITIONS**

10

**PREVIOUS PROJECTS**

Project #1 in 2007

**SUPPLEMENTAL INFORMATION**

9 of the new positions will earn a wage greater than the average Story County wage of \$14.37, and therefore will be eligible for supplemental withholding.

**PRELIMINARY DATE**

January 3, 2008

**PROJECT END DATE**

Spring 2011



LIST OF POSITIONS  
NEW LINK GENETICS CORPORATION  
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Research Associate in Chemistry	5	\$ 40,000.00
Post Doctorate in Chemistry	2	\$ 45,000.00
Clinical Research Associate	1	\$ 32,000.00
Information Technology	1	\$ 35,000.00
Administrative Staff	1	\$ 27,000.00

Company Benefits:

Paid time off

Holidays

Health Insurance

Dental Insurance

401(k)

Voluntary Short-Term Disability

Voluntary Life Insurance

NEW POSITIONS: 10

COMPANY: NewLink Genetics Corporation

**TRAINING PLAN**  
NewLink Genetics Corporation  
PROJECT #2

TRAINING FUND: 57,716.00  
DMACC FEE IV:  
AVAILABLE TRAINING: \$ 57,716.00

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Business Specific and Technical</b> NewLink Genetics is in a highly technical industry that requires its employees to have cutting edge knowledge. As an organization that is developing vaccines for the prevention and treatment of infectious diseases, technology changes rapidly. Training is needed to keep employees abreast of new developments that may help them do their jobs more effectively.	Expected outcomes: - employees to have a higher level of technical skills. - ability for employees to stay on top new developments in their industry to help them do their jobs more effectively. - knowledge of regulatory processes and procedures - increased knowledge of compliance issues.	With the help of DMACC and/or outside vendors, NewLink Genetics Corporation will seek instruction on technical topics that are specific to their business. Topics may include Biosafety in BSL2/3/4 settings; GLP, cGMP and GMP compliance; FDA processes and procedures; compliance with federal standards for handling of select agents; handling of radioactive materials in the laboratory; intellectual property licensing and development; compliance with GSA/FAR/GFAR regulations; and/or advanced training in the areas of biology, biotechnology, chemistry, immunology, immunohistology, statistical analysis, animal care related to protocol development.	\$15,500.00	15,000.00		500.00	
<b>Computer Training</b> The company has an ever increasing need to keep its employees software skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively and efficiently.	Expected outcomes: - employees skilled to use various types of software. - improve efficiency at which work is done in the organization.	Training may be provided through outside vendors and/or DMACC. Training may include Microsoft products training such as Excel, Project, InfoPath, Sharepoint, and others.	\$5,000.00	5,000.00			
<b>TOTAL</b>			<b>\$20,500.00</b>	<b>20,000.00</b>	<b>0.00</b>	<b>500.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: NewLink Genetics Corporation

PROJECT # 2

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Equipment Maintenance</b> NewLink Genetics employees utilize highly technical equipment. They not only need to know the correct use of the equipment, but also how to troubleshoot and provide maintenance to the equipment.	Expected outcomes: - employees with the correct knowledge in the operation of their highly technical equipment. - employees with the knowledge to provide maintenance to equipment.	<b>BALANCE BROUGHT FORWARD</b>  DMACC and/or outside vendors to provide training in equipment maintenance and utilization. May include classes, seminars, and training.	\$20,500.00	20,000.00	0.00	500.00	0.00
<b>Management/Supervisory Training</b> NewLink Genetics Corporation understands that managers and supervisors need to have special skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment.	DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, coaching and counseling, and communication. Materials to support this training may also be included, such as books, videotapes, and software.	\$10,716.00		10,716.00	1,000.00	
<b>Safety Training</b> To ensure a safe work environment, the company needs to improve its safety program and provide training to new employees.	Expected outcomes: - keep workplace accidents at a minimum. - an environment that values safety and works to promote the welfare of the employees.	DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may be provided through classes, seminars, or consulting. Materials may also be needed.	\$5,000.00	5,000.00			
<b>TOTAL</b>			<b>\$47,216.00</b>	<b>35,000.00</b>	<b>10,716.00</b>	<b>1,500.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 3

COMPANY: NewLink Genetics Corporation

PROJECT #2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Professional Skill Development</b> NewLink Genetics employees need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees. Also, employees need to seek ways to make their jobs more efficient.	The company expects: - communication skills among its employees to be at a high level - employees to have a superior knowledge of the biotech industry - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently. - knowledge in how to develop, implement, and maintain quality programs. - increased efficiency at which employees conduct their daily processes and procedures.	Balance Brought Forward	\$47,216.00	35,000.00	10,716.00	1,500.00	0.00
		DMACC and NewLink Genetics will explore several training options. DMACC and/or outside vendors to provide training, classes, and/or seminars that will focus on a variety of skills. Topics may include time management, project management, quality programs, communication skills, negotiation skills and continuous improvement/lean skills. Materials may include training items such as videos, software, hardware, and books may be included.	\$10,500.00	10,000.00		500.00	
		<b>TOTAL</b>	<b>\$57,716.00</b>	<b>45,000.00</b>	<b>10,716.00</b>	<b>2,000.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
NEW LINK GENETICS CORPORATION  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$45,000</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$10,716</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$2,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$57,716</b>

The training began January 3, 2008 and will continue to Spring 2011.

Upon receipt of proper documentation, reimbursement to New Link Genetics Corporation for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of New Link Genetics Corporation with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

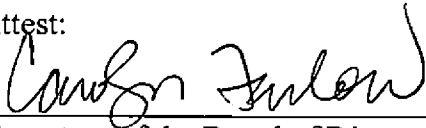
Matters were discussed concerning a New Jobs Training Agreement between the College and Pechiney Plastic Packaging, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$340,000 Aggregate Principal Amount of New Jobs Training Certificates (Pechiney Plastic Packaging, Inc. Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

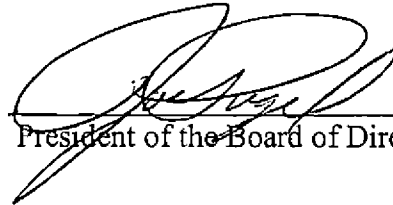
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

Attest:



Secretary of the Board of Directors



President of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$340,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PECHINEY PLASTIC PACKAGING, INC. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Pechiney Plastic Packaging, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and



WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$340,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$340,000 of New Jobs Training Certificates (Pechiney Plastic Packaging, Inc. Project) of the College (the "Certificates"), with \$223,500 of the Certificates issued under the Act and \$116,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(PECHINEY PLASTIC PACKAGING, INC. PROJECT)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$340,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Pechiney Plastic Packaging, Inc. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Pechiney Plastic Packaging, Inc. in Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



---

Secretary of the Board of Directors

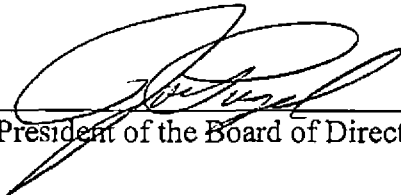
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$340,000 of New Jobs Training Certificates (Pechiney Plastic Packaging, Inc. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                 )  
  ) SS:  
COUNTY OF POLK             )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Pechiney Plastic Packaging, Inc.**

Project # **1**

Dated as of **February 11, 2008**

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Pechiney Plastic Packaging, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Montreal, Canada and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information



with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:

Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:

Pechiney Plastic Packaging Inc.  
1500 East Aurora Avenue  
Des Moines, Iowa 50313

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

**Section 5.2.** All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

**Section 5.3.** This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

**Section 5.4.** This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

**Section 5.5.** If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

**Section 5.6.** This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

**Section 5.7.** The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]



↓ EMPLOYER ↓

**Pechiney Plastic Packaging Inc.**

[Printed Name of Employer]

[Federal I.D. #] **36-4290330**

By: MARK A. McGRATH

[Printed Name] **MARK A. McGRATH**

[Printed Title] **MANAGER / HR**

Email address **MARK.A.McGRATH@ALW.COM**

Date: **6/08/2008**

**ATTEST:**

By: Sean P. Brant

[Printed Name] **Sean P. Brant**

[Printed Title] **Financial Controller**

State of Iowa

County of Polk :ss

On this date: January 8th, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Mark McGrath

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Human Resource Manager

of the above named Employer, a corporation organized in the State of Montreal Canada;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] January 8th, 2008

[SEAL]

Notary Public In and For Said County and State

[Printed Name] **Sean P. Brant**

Commission Expires [Date] **1-6-2011**

↓ DMACC ↓

**DES MOINES AREA COMMUNITY COLLEGE**

By: [Signature]

[Printed Name]

[Printed Title] **Joe Puel**  
**Board President**

Date: **Feb 11, 2008**

**ATTEST:**

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Puel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed

on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



**CAROLYN D. FARLOW**  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] **Carolyn D. Farlow**

Commission Expires [Date] **4/23/09**

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF PROJECT SITE**

**DESCRIPTION OF PERSONAL PROPERTY**

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Pechiney Plastic Packaging Inc.  
PROJECT #1**

**Prepared By:  
Larry Grubisich  
Executive Director  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Pechiney Plastic Packaging Inc.**  
**PROJECT # 1**

**COMPANY BACKGROUND**

The Des Moines, Iowa plant is located at 1500 E. Aurora Ave. and has been in existence since 1965 under various owners. Currently, the plant is a part of the Meat and Dairy Business Unit and a flexible packaging subsidiary of Alcan.

The plant supplies flexible packaging to a number of fresh meat and food packaging concerns and currently employs 239 people.

The production and maintenance people are represented by the Graphic Communications Group/International Brotherhood of Teamsters.

**LOCATION OF PROJECT**

1500 East Aurora Avenue, Des Moines, Iowa

**BASE HEAD COUNT**

193

**NUMBER OF NEW POSITIONS**

69

**PREVIOUS PROJECTS**

This is the first project.

**SUPPLEMENTAL INFORMATION**

27 of the 69 new positions will qualify for the supplemental withholding diversion.

**PRELIMINARY DATE**

1-2-07

**PROJECT END DATE**

4-2-2010

**LIST OF POSITIONS**  
**Pechiney Plastic Packaging Inc.**  
**PROJECT # 1**

<b>TITLE</b>	<b>NUMBER OF POSITIONS</b>	<b>HOURLY WAGE</b>
Production Worker	42	\$12.31
Managers	27	\$20.67

Company Benefits:  
 Medical Insurance  
 Flexible Benefits Plan  
 Paid Holidays  
 Vacation  
 Sick Leave/Disability  
 Jury Duty  
 Bereavement  
 Group Life Insurance

NEW POSITIONS: 69

**TRAINING PLAN**  
Pechiney Plastics Packaging Inc.  
PROJECT # 1

TRAINING FUND \$: 265,275  
DMACC FEE IV \$:  
AVAILABLE TRAINING \$: 265,275

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	BUDGET CATEGORY			OJT V
				JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	
<b>NEW EMPLOYEE TRAINING</b> Pechiney Plastics is hiring new employees. It is important that these new employees receive proper orientation and training in order to get them up to speed and contributing to the bottom line as quickly as possible.	Expected Outcomes: 1. New employees need to understand the organizations culture. 2. An understanding of who the companies customers are: 3. Knowledge of where things are within the facility.	The company will provide instruction to new employees to get them orientated. This may include classes on safety, customers, human resources, information technology, respect training, and quality.	\$30,000	\$30,000			
<b>CONTINUOUS IMPROVEMENT TRAINING</b> The company would like to continue to determine ways to reduce waste and increase productivity. In an increasing competitive industry, processes need to be streamlined in order to improve profitability	Expected Outcomes: 1. A better understanding of their clients. 2. Identify areas where process can be streamlined. 3. Improve processes to increase profitability. 4. Eliminate waste.	Utilize Lean Operations and other continuous improvement methods such as Kaizen to improve processes, reduce inventory and improve quality. DMACC or the companies internal trainers will assist.	\$30,000	\$30,000			
<b>SAFETY TRAINING</b> To ensure a safe work environmmnet, the company needs to improve its safety program and provide to new employees.	Expected Outcomes: 1. Reduce workplace accidents. 2. Reduce absenteeism related to workplae accidents.	DMACC and/or outside vendors will assist the company identify safety improvements and provide training. Training may be	\$20,000	\$20,000			

provided through calsses,  
seminares, or consulting.  
Material may also be needed.

#### PROFESSIONAL AND JOB SKILL TRAINING

The company needs its  
employees to have a varity of  
skills in order for them to  
perform their jobs effectively.  
These skills are needed for  
supervisors as well as front-  
line employees.

##### Expected Outcomes:

1. Employees able to deal  
with changes in the  
workplace.
2. Communitation skills to be  
improved between employees.
3. Employees able to deal  
with difficult internal and  
external employees.
4. Supervisors amd managers  
have the progper skills to lead  
the company.

DMACC and the company  
will explore many training  
options. DMACC and other  
vendors will provide training,  
classes, seminars that will  
enhance skill development.  
Topics may include conflict  
management, change,  
leadership, Lean,  
communication, time  
management and project  
management.

\$27,638

\$27,638

#### TRAINING EQUIPMENT

The company may purchase  
training equipment for the  
training resource lab.

##### Expected Outcomes:

1. Training equipment will be  
purchased.
2. Training supplies,  
materials, books, (etc) may be  
purchased.

The company will purchase  
training supplies and or  
equipment to assist them with  
the training of their new  
employees.

\$25,000

\$25,000

#### ON THE JOB TRAININIG

The company will provide  
OJT instruction to its new  
employees. This may include  
company specific training,  
product knowledge and  
industry specific machine  
training.

##### Expected Outcomes:

1. Increase knowledge of the  
company, jobs specific  
training, equipment training,  
maintenance training.

The company will provide  
instruction as it relates to jobs  
specific and or technical  
training. OJT will not exceed  
50% of the persons wages as  
he/she completes training.

\$132,637

\$132,637

#### TOTALS

\$265,275

\$107,638

\$25,000

\$132,637



**TRAINING BUDGET  
FOR  
Pechiney Plastic Packaging Inc.  
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$107,638</b>
	New Employee Orientation	
	Process Improvement	
	Safety	
	Skill Training	
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$25,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$132,637</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$265,275</b>

The training began 1-2-2007 and will continue to 4-2-2010.

Upon receipt of proper documentation, reimbursement to Pechiney Plastic Packaging Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Pechiney Plastic Packaging Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

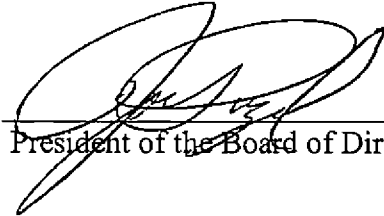
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Phasient Learning Technologies, L.L.C. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$135,000 Aggregate Principal Amount of New Jobs Training Certificates (Phasient Learning Technologies, L.L.C. Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$135,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PHASIENT LEARNING TECHNOLOGIES, L.L.C. PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Phasient Learning Technologies, L.L.C. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$135,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$135,000 of New Jobs Training Certificates (Phasient Learning Technologies, L.L.C. Project) of the College (the "Certificates"), with \$75,500 of the Certificates issued under the Act and \$59,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(PHASIENT LEARNING TECHNOLOGIES, L.L.C. PROJECT)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$135,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Phasient Learning Technologies, L.L.C. Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Phasient Learning Technologies, L.L.C. in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

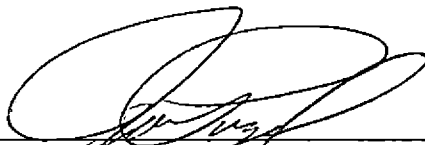
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$135,000 of New Jobs Training Certificates (Phasient Learning Technologies, L.L.C. Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors



**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Phasient Learning Technologies, L.L.C.**

Project # 1

Dated as of February 11, 2008

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Phasient Learning Technologies, L.L.C. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

**Section 4.2.** Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur



liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Denise Link  
Phasient Learning Technologies, LLC  
1530 South Duff, Suite 2  
Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Phasient Learning Technologies

[Printed Name of Employer]

[Federal I.D. #] 01-0552710

By: Denise Link

[Printed Name] Denise Link

[Printed Title] Vice President

Email address denise@phasient.com

Date: 10-31-2007

ATTEST:

By: Roxanne Johnson

[Printed Name] Roxanne Johnson

[Printed Title] Notary Public

State of Iowa

County of Story :ss

On this date: 10/31/07

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Denise Link

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Vice President

of the above named Employer, a corporation organized in the State of Iowa;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] October 31, 2007

[SEAL]



Roxanne Johnson  
Notarial Seal - Iowa  
Commission No. 704460  
My Commission Expires 8/7/09

Notary Public In and For Said County and State

[Printed Name] Roxanne Johnson

Commission Expires [Date] August 7, 2009

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Pugel

[Printed Name] Joe Pugel

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Pugel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] Carolyn D Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

SW SW SE Parcel "D" CFN 13-219

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new positions.

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Phasient Learning Technologies, LLC  
PROJECT #1**

**October 2007**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**



**INTRODUCTION**  
**Phasient Learning Technologies, LLC**  
**PROJECT # 1**

**COMPANY BACKGROUND**

Phasient was founded in January of 2002 by a team of technology and communication experts. This team created an innovative technology platform that leverages the capabilities of the computers in use by most companies today to make possible highly interactive eLearning courseware in a typical corporate or home environment. Phasient's tools, SimCast and SimBuilder, are designed to be used by non-programmers. At the same time, the team developed a process for instructional design that emphasizes business simulations, practice, and company culture. Course content is custom designed for each client and care is taken to ensure that the resulting training is relevant, directed, and effective.

**LOCATION OF PROJECT**

1530 South Duff, Suite 2, Ames, IA 50010

**BASE HEAD COUNT**

8

**NUMBER OF NEW POSITIONS**

21

**PREVIOUS PROJECTS**

NA

**SUPPLEMENTAL INFORMATION**

16 of the 21 new positions will be paid more than the average Story County wage of \$14.37 per hour.

**PRELIMINARY DATE**

August 1, 2007

**PROJECT END DATE**

Spring 2011

LIST OF POSITIONS  
Phasient Learning Technologies, LLC  
PROJECT #1

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Accountant	1	\$ 28.85
Courseware Services Manager	1	\$ 20.43
Graphic Designer	1	\$ 15.38
Graphic Designer	1	\$ 12.00
Inside Sales	4	\$ 19.23
Inside/Outside Sales	1	\$ 22.60
Inside/Outside Sales	1	\$ 19.23
Marketing Coordinator	1	\$ 18.00
Marketing Manager	1	\$ 21.63
Outside Sales	3	\$ 28.85
Project Coordinator	1	\$ 13.46
Project Coordinator	2	\$ 12.00
Project Manager	1	\$ 19.23
Project Manager	2	\$ 14.00
Receptionist	1	\$ 11.54
Software Engineer	1	\$ 14.42

Company Benefits:

Health Insurance

Flex Time vacation and sick leave

Telecommuting option

Paid Holidays

Casual work environment

Flexible work schedule

Self-funded IRA plan

NEW POSITIONS: 21

**TRAINING PLAN**  
Phasient Learning Technologies, LLC  
PROJECT #1

COMPANY: Phasient Learning Technologies, LLC

TRAINING FUND:	103,034.00
DMACC FEE IV:	0.00
AVAILABLE TRAINING:	103,034.00

**BUDGET CATEGORY**

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Business Specific and Technical</b> Phasient Learning Tech is in a highly technical industry that requires its employees to have cutting edge knowledge. As an organization that is focused on developing custom e-learning courseware, it's important for employees stay current in their training. Training is needed to keep employees abreast of new developments that may help them do their jobs more effectively.	<b>Expected outcomes:</b> <ul style="list-style-type: none"> <li>- employees to have a higher level of technical skills.</li> <li>- ability for employees to stay on top new developments in their industry to help them do their jobs more effectively.</li> <li>- knowledge that will help the company compete more effectively in their market place.</li> </ul>	With the help of DMACC and/or outside vendors, Phasient Learning will receive instruction through classes, seminars, and/or training sessions. Topics may include E-learning, Macromedia Flash, 3D Studio Max, etc. Expenses may include travel, lodging, and materials. May also include the time cost of an internal trainer.	\$30,000.00	30,000.00			
<b>Computer Training</b> The company has an ever increasing need to keep its employees software skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively and efficiently.	<b>Expected outcomes:</b> <ul style="list-style-type: none"> <li>- employees skilled to use various types of software.</li> <li>- improve efficiency at which work is done in the organization.</li> <li>- employees skilled in business-specific systems.</li> </ul>	Training may be provided through outside vendors and/or DMACC. Training may include Microsoft products training such as Excel, Project, Word, Powerpoint, and others. May also include the time cost of an internal trainer. Business-specific systems training may be included.	\$20,000.00	20,000.00			
		<b>TOTAL</b>	<b>\$50,000.00</b>	<b>50,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: Phasient Learning Technologies, LLC

PROJECT # 1

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<p><b>Management/Supervisory Training</b> Phasient Learning Technologies understands that managers and supervisors need to have special skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.</p>	<p>Expected outcomes:</p> <ul style="list-style-type: none"> <li>- managers skilled in diversity issues.</li> <li>- leaders who have good interpersonal skills.</li> <li>- managers who communicate well.</li> <li>- ability for managers to foster a team environment.</li> </ul>	<p><b>BALANCE BROUGHT FORWARD</b></p> <p>DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, coaching and counseling, and communication. It may also include effective listening, issue resolution, organizational structure and design, and leadership training. Costs such as travel, lodging, and materials may be included. May also include the time cost of an internal trainer.</p>	<p>\$50,000.00</p> <p>\$10,000.00</p>	<p>50,000.00</p>	<p>0.00</p> <p>10,000.00</p>	<p>0.00</p>	<p>0.00</p>
<p><b>Sales and Customer Service Training</b> Phasient Learning Tech. understands the importance of gaining and retaining customers. Employees of the organization must be able to effectively market the services it can provide, and create sales that will help the company grow. It's also essential that the employees be able to meet and exceed the needs of the clients.</p>	<p>Expected outcomes:</p> <ul style="list-style-type: none"> <li>- employees with improved sales and marketing skills.</li> <li>- employees that work to meet and exceed customer expectations.</li> <li>- increased sales.</li> <li>- increased customer satisfaction.</li> </ul>	<p>Instruction to be provided via training, classes, and/or conferences. May be provided by DMACC and/or outside vendors. Topics may include Service Plus, sales training, and other service related classes. May include materials such as books and videotapes. Registration and travel and lodging may also be included. May also include the time cost of an internal trainer.</p>	<p>\$20,000.00</p>	<p>20,000.00</p>			
		<b>TOTAL</b>	<b>\$80,000.00</b>	<b>70,000.00</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>

# TRAINING PLAN

PAGE 3

COMPANY: Phasient Learning Technologies, LLC

PROJECT #1

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Professional Skill Development</b> Phasient employees need to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors and managers all the way through to front-line employees.	The company expects: - communication skills among its employees to be at a high level - employees to have the proper skills to help the organization grow. - the ability for employees to manage time and projects efficiently. - improved customer satisfaction.	<b>Balance Brought Forward</b>  Instruction may be provided in the topics of communication skills, customer service skills, project management, time management, interpersonal skills, sales training, diversity, and/or areas that are related to human resources practices and procedures. May be provided through classes and seminars. May also include tuition reimbursement and the time cost of an internal trainer.	\$80,000.00  \$10,000.00	70,000.00  10,000.00	10,000.00	0.00	0.00
<b>New Employee Training</b> As Phasient is in a growth mode, new employees will need to receive training that will help them quickly climb the learning curve and begin contributing to the business.	The company expects: - new employees to have an understanding of the company's culture. - new employees to quickly grasp the workings of Phasient's business.	Instruction may be provided by job shadowing those who are already doing the job. Conferences, classes, seminars, and tutorials may also be used. Training materials and travel and lodging expenses may also apply. Systems training may also be included as well as ASTD conferences.	\$13,034.00	10,000.00		3,034.00	
		<b>TOTAL</b>	<b>\$103,034.00</b>	<b>90,000.00</b>	<b>10,000.00</b>	<b>3,034.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Phasient Learning Technologies, LLC  
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$90,000</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$10,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$3,034</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$103,034</b>

The training began August 1, 2007 and will continue to Spring of 2011.

Upon receipt of proper documentation, reimbursement to Phasient Learning Technologies for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Phasient Learning Technologies with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

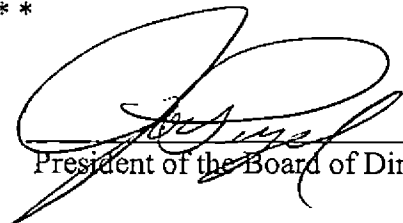
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Goodrich Corporation. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$290,000 Aggregate Principal Amount of New Jobs Training Certificates (Goodrich Corporation Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\*\*\*\*\*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$290,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (GOODRICH CORPORATION PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Goodrich Corporation (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$290,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$290,000 of New Jobs Training Certificates (Goodrich Corporation Project #2) of the College (the "Certificates"), with \$174,500 of the Certificates issued under the Act and \$115,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(GOODRICH CORPORATION PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$290,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Goodrich Corporation Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Goodrich Corporation in West Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

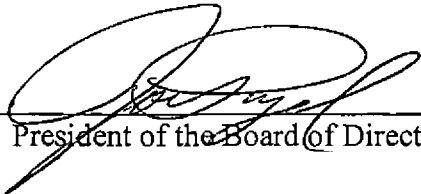
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$290,000 of New Jobs Training Certificates (Goodrich Corporation Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
                                      ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Goodrich Corporation dba Turbine Fuel Technologies**

Project # **2**

Dated as of **February 11, 2008**

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Goodrich Corporation dba Turbine Fuel Technologies, (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.



(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Christine Anderson  
Delavan, Inc. dba TFT - Goodrich Corporation  
811 4<sup>th</sup> St.  
West Des Moines, IA 50265

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the



Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

**Delavan, Inc. dba TFT-Goodrich Corp**

[Printed Name of Employer]

[Federal I.D. #] **42-1467902**

By: Christine Anderson

[Printed Name] **Christine Anderson**

[Printed Title] **Sr. Manager, Human Resources**

Email address **christine.anderson@goodrich.com**

Date: **12/18/07**

ATTEST:

By: Mary Henderson

[Printed Name] **Mary Henderson**

[Printed Title] **HR Admin**

State of Iowa

County of Polk :ss

On this date: **12/18/2007**

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Christine Anderson

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Sr. Manager, HR

of the above named Employer, a corporation organized in the State of Iowa;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] **12/18/2007**

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Mary Henderson

Commission Expires [Date] **03/14/2010**

↓ DMACC ↓

**DES MOINES AREA COMMUNITY COLLEGE**

By: Joe Dugel

[Printed Name] **Joe Dugel**

[Printed Title] **Board President**

Date: **Feb 11, 2008**

ATTEST:

By: \_\_\_\_\_

[Printed Name] \_\_\_\_\_

[Printed Title] \_\_\_\_\_

State of Iowa

County of Polk :ss

On this date: **Feb 11, 2008**

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Dugel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] **Feb 11, 2008**

[SEAL]



Notary Public In and For Said County and State

[Printed Name] Carolyn D Farlow

Commission Expires [Date] **4/23/09**

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

District 320, Parcel 02951-000-000  
Lot 12 Linnwill Plat 2, 811 4th St., West Des Moines, IA

District 320, Parcel 01437-223-000  
Lt 3 Delevan Plt 2, 6.003 acres, 2200 Delevan Dr, West Des Moines, IA

District 320, Parcel 00526-004-000  
Beg 950F N & 410F E of SW Cor LT 13 THN N383.3F NE 400F SE  
788.19F W324.93  
N218.21F W295F N 25 F to POB LTS 11 and 13. Bellamy Plat 1 Acres  
6.554, 2250 Fuller Rd, West Des Moines, IA

District CAROL, Parcel 07-30-200.006 Development Addition Outlot A Lot  
2, 426 Bella Vist Dr, Carroll, IA

District CAROL, Parcel 07-30-200.009 Development Addition Outlot A Lot  
3, 426 Bella Vist Dr, Carroll, IA

District CAROL, Parcel 07-30-200.011 Development Addition Outlot A Lot  
4, 426 Bella Vist Dr, Carroll, IA

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new positions.

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Turbine Fuel Technologies - Goodrich Corporation  
PROJECT #2**

**December 2007**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Turbine Fuel Technologies - Goodrich Corporation**  
**PROJECT # 2**

**COMPANY BACKGROUND**

Delavan, Inc. was founded in Des Moines in 1938. During World War II, Delavan began producing close tolerance aircraft parts for military use. This was the foundation of the gas turbine business that remains an important part of the economy today. Delavan serves major aircraft engine manufacturers with high tech, exceptional quality fuel nozzles. There are two Iowa facilities, one in West Des Moines and the other in Carroll. Since 2001, the company has been known as Turbine Fuel Technologies, Goodrich Corporation.

**LOCATION OF PROJECT**

811 4<sup>th</sup> St., West Des Moines, IA and 400 N. Bella Vista Drive, Carroll, IA

**BASE HEAD COUNT**

545

**NUMBER OF NEW POSITIONS**

50

**PREVIOUS PROJECTS**

Project #1 in 2005

**SUPPLEMENTAL INFORMATION**

25 positions will be paid over the average regional wage of \$14.98 per hour.

**PRELIMINARY DATE**

September 1, 2007

**PROJECT END DATE**

Spring 2011

LIST OF POSITIONS  
Turbine Fuel Technologies - Goodrich Corporation  
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
CFD Engineer	1	\$ 33.00
Engineers	20	\$ 24.00
Pricing Analyst	1	\$ 24.00
Human Resources Generalist	1	\$ 17.00
Calibrator	2	\$ 15.00
CI Specialist	1	\$ 14.00
Calibrator	10	\$ 12.50
Inspectors	3	\$ 12.50
Welder	1	\$ 12.50
Technician	10	\$ 11.00

Total New Employees            50

Company Benefits:

Health Insurance

Life Insurance

Vacation

Holidays

Tuition Reimbursement

NEW POSITIONS: 50

## TRAINING PLAN

TRAINING FUND: 217,558.

DMACC FEE IV:

AVAILABLE TRAINING: 217,558.00

COMPANY: Turbine Fuel Technologies - Goodrich Corporation

PROJECT # 2

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Continuous Improvement Training</b> TFT-Goodrich Corp. is in a very competitive industry, and it's important that they make their processes as efficient as possible. This will allow them to be more profitable and may help foster further growth.	Expected outcomes: - identify areas where processes can be streamlined. - create processes to increase profitability. - eliminate waste. - improve quality.	Utilize Lean Operations and other continuous improvement methods to improve processes, control inventory, and improve quality. Materials and related expenses to be included.	\$51,000.00	50,000.00		1,000.00	
<b>Management/Supervisory Training</b> TFT - Goodrich Corp. knows and understands that managers and supervisors need to have special skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.	DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, communication, coaching, sexual harassment, and/or performance management. Materials to support this training may also be included, such as books, videotapes, and software.	\$51,000.00		50,000.00	1,000.00	
<b>Quality Training</b> TFT-Goodrich's industry demands that products be of the highest quality. Being able to provide a high quality product is essential to Innovative Lighting's survival and is important to provide the opportunity for further growth.	TFT-Goodrich Corp. expects: - employees to be quality-conscious. - products with quality that is no lower than it's biggest competitor. - processes to be developed that helps insure the production of high quality products.	TFT-Goodrich Corp. to receive training in quality. May include ISO training, and may be a part of continuous improvement training. May include training, classes, and seminars.	\$26,000.00	25,000.00		1,000.00	
<b>TOTAL</b>			<b>\$128,000.00</b>	<b>75,000.00</b>	<b>50,000.00</b>	<b>3,000.00</b>	<b>0.00</b>



# TRAINING PLAN

PAGE 2

COMPANY: Turbine Fuel Technologies - Goodrich Corporation

PROJECT # 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Sales and Customer Service</b> TFT-Goodrich Corp understands that meeting and exceeding the needs of the customer is critically important to the health of the business. As the marketplace becomes more competitive, gaining and retaining customers will determine the company's success.	Expected outcomes: - increase sales. - sales people who can maintain the client/company relationship. - increased customer satisfaction. - employees to work and meeting and exceeding customer expectations. - a better understanding of their clients.	<b>BALANCE BROUGHT FORWARD</b>  TFT-Goodrich Corporation will work with DMACC and/or outside vendors to determine the most appropriate training program and methodology for sales and customer service training. May include training, seminars, conferences, and related training materials.	\$128,000.00	75,000.00	50,000.00	3,000.00	0.00
<b>Computer Training</b> The company has an ever increasing need to keep its employees software skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively. In turn, the company will be better able to effectively sustain growth.	Expected outcomes: - employees skilled to use various types of software. - improve efficiency at which work is done in the organization.	Training may be provided through outside vendors and/or DMACC. Training may include Microsoft products training and other business-specific software training. May include training materials.	\$5,500.00	5,000.00		500.00	
<b>Safety Training</b> To ensure a safe work environment, TFT-Goodrich Corp. needs to improve its safety program and provide training to new employees.	Expected outcomes: - reduce workplace accidents. - reduced absenteeism related to workplace accidents.	DMACC and/or outside vendors to help the company identify safety improvements and provide training. May include OSHA compliance training. Training may be provided through classes, seminars, or consulting. Materials may also be needed.	\$22,500.00	22,000.00		500.00	
<b>TOTAL</b>			\$166,500.00	112,000.00	50,000.00	4,500.00	0.00

# TRAINING PLAN

COMPANY: Turbine Fuel Technologies - Goodrich Corporation

PROJECT #2

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Professional and Job Skill Training Innovative Lighting, Incorporated needs its employees to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors as well as front-line employees.	Expected outcomes: - employees able to deal with changes in the workplace. - communication skills to be improved among its employees - employees able to deal with difficult internal and external customers. - supervisors and managers to have the proper skills to lead the company	Balance Brought Forward  DMACC and TFT-Goodrich Corp. to explore many training options. DMACC and/or outside vendors to provide training, classes, or seminars that will focus on a variety of professional skills. Topics may include conflict management, change in the workplace, leadership, getting along with coworkers, communication, time management, project management, customer service training, violence in the workplace, and tuition reimbursement.	\$166,500.00  \$26,058.00	112,000.00  26,058.00	50,000.00	4,500.00	0.00
Technical Skills Training TFT-Goodrich Corp's employees are expected to have good technical knowledge in order to perform their jobs well. This includes an understanding of industry specific procedures as well as knowledge of industry-specific machinery.	Exected outcomes: - understanding of industry-specific procedures and trade skills. - Increased knowledge of machinery specific to the company's industry. - ability to properly maintain plant equipment.	Classes and training to be offered by DMACC and/or outside vendors. May include classes, seminars, and training specific to the industry. Materials and related expenses to be included.	\$25,000.00	25,000.00			
TOTAL			\$217,558.00	163,058.00	50,000.00	4,500.00	0.00

**TRAINING BUDGET  
FOR  
Turbine Fuel Technologies - Goodrich Corporation  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$163,058</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$50,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$4,500</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$217,558</b>

The training began September 1, 2007 and will continue to Spring 2011.

Upon receipt of proper documentation, reimbursement to Turbine Fuel Technologies - Goodrich Corporation for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Turbine Fuel Technologies - Goodrich Corporation with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

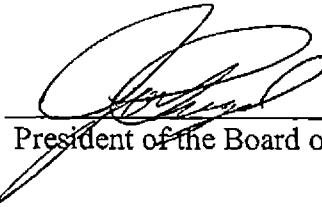
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Seabury & Smith, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$1,600,000 Aggregate Principal Amount of New Jobs Training Certificates (Seabury & Smith, Inc. Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

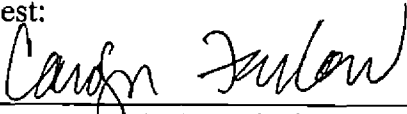
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



\_\_\_\_\_  
President of the Board of Directors

Attest:



\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$1,600,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (SEABURY & SMITH, INC. PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Seabury & Smith, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$1,600,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$1,600,000 of New Jobs Training Certificates (Seabury & Smith, Inc. Project #2) of the College (the "Certificates"), with \$1,037,000 of the Certificates issued under the Act and \$563,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(SEABURY & SMITH, INC. PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

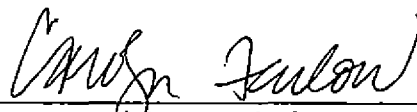
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$1,600,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Seabury & Smith, Inc. Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Seabury & Smith, Inc. in West Des Moines, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors



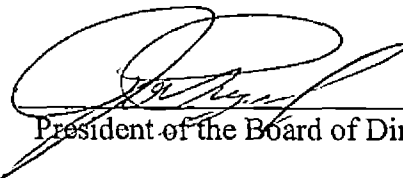
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$1,600,000 of New Jobs Training Certificates (Seabury & Smith, Inc. Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

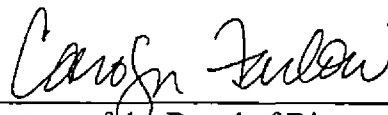
Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                 )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.



Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Seabury & Smith, Inc.**

---

Project # 2

---

Dated as of February 11, 2008

---

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Seabury & Smith, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Delaware and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer; provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount



of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Seabury & Smith  
1776 West lakes Parkway  
West Des Moines, Iowa 50398

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

**Seabury & Smith**

[Printed Name of Employer]

[Federal I.D. #] **13-3109248**

By: *John W. Maxwell*

[Printed Name] **JOHN W. MAXWELL**

[Printed Title] **MANAGING DIRECTOR**

Email address **JOHN.MAXWELL@MARSHM.COM**

Date: **12/27/07**

ATTEST:

By: *Scott M. Anderson*

[Printed Name] **SCOTT M. ANDERSON**

[Printed Title] **FINANCE**

State of **IOWA**

County of **POLK** :ss

On this date: **12-27-07**

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] **John W. Maxwell**

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] **MANAGING DIRECTOR**

of the above named Employer, a corporation organized in the State of **DELAWARE**;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] **12/27/07**

[SEAL]



**KAARIN SEARS**  
COMMISSION NO. 749204  
MY COMMISSION EXPIRES  
OCTOBER 3, 2010

Notary Public In and For Said County and State

[Printed Name] **Kaarin Sears**

Commission Expires [Date] **10/3/2010**

↓ DMACC ↓

**DES MOINES AREA COMMUNITY COLLEGE**

By: *Joe Puel*

[Printed Name] **JOE PUEL**

[Printed Title] **BOARD PRESIDENT**

Date: **Feb 11, 2008**

ATTEST:

By: \_\_\_\_\_

[Printed Name] \_\_\_\_\_

[Printed Title] \_\_\_\_\_

State of Iowa

County of Polk :ss

On this date: **Feb 11, 2008**

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] **JOE PUEL**

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] **BOARD PRESIDENT**

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] **Feb 11, 2008**

[SEAL]



**CAROLYN D. FARLOW**  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] **Carolyn D. Farlow**

Commission Expires [Date] **4/23/09**

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)



## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

See Attachments  
1776 West Lakes Parkway  
West Des Moines, Iowa 50398

### **DESCRIPTION OF PERSONAL PROPERTY**

34-96 FRI 15:28

AMERUS PROPERTIES

FAX NO. 15152218013

P.02/04

DISTRICT 32-0 PARCEL 04927-160-001 MAP 0493H DATE: 05/31/1996

GEOPARCEL 7825-06-101-003

TIME: 02:33 PM

## AUDITOR VALUES

STAT(TAXABLE) CLAS(COMM) SCH(W DM SCH) 000 374 WESTUR  
LAND( 2662430) DWELL( 22441610) FRM BLDG( 0) TOTAL( 25104040)  
LAND( 2590080) DWELL( 21831740) FRM BLDG( 0) TOTAL( 24421820)  
JBR ACRES(019.505) AG LAND VALUE( 0) AG LAND CREDIT( .00)  
DIV SHEET(000000000) LOT SIZE( IREG X IREG ) SQ. FOOT( 0)

## ASSESSOR VALUE

STAT(TAXABLE) CLAS(COMM) TYP CHG(UNCHANGD) (04/03/1995) DWL CNT( 1) OTHR( 0)  
FULL LAND( 2662430) DWELL( 22441610) FRM BLDG( 0) TOTAL( 25104040) — Confirmed w/  
ADJ LAND( 2662430) DWELL( 22441610) FRM BLDG( 0) TOTAL( 25104040) Assessor's office 5/1

## PROPERTY OWNERS

RECORDED ON 08/19/1992 BOOK 6619 PAGE 617 REVENUE  
1 IOWA REALTY CO, INC  
2 I.R.P.B. JOINT, VENTURE  
3 WEST LAKES DEV CO

## PROPERTY ADDRESS

.776 WEST LAKES PW, WEST DES MOINES, IA 50266

## LEGAL DESCR

01 LOTS 10 THRU 12 WEST LAKES OFFICE PARK  
02 PLAT 2

## COMMENTS

11 6619/589,592,603,606,613.&amp; 617

-31-96 FRI 15:28

AMERUS PROPERTIES

FAX NO. 15152216013

P.03/04

DISTRICT 32-0 PARCEL 04927-163-000 MAP 0493H DATE: 05/31/1996

GEOPARCEL 7825-06-101-004

TIME: 02:32 PM

AUDITOR VALUES

(TAXABLE)	CLAS	(COMM)	SCH	(W DM SCH)	000	374	WESTUR
LAND	( 315120)	DWELL	(	0)	FRM BLDG	(	0) TOTAL( 315120)
TAX LAND	( 306560)	DWELL	(	0)	FRM BLDG	(	0) TOTAL( 306560)
GR ACRES(003.078)	AG LAND VALUE	(	0)	AG LAND CREDIT	(	.00)	
IV SHEET(0000000000)	LOT SIZE	( IREG X IREG )	SQ. FOOT	(	0)		

ASSESSOR VALUE

STAT	(TAXABLE)	CLAS	(COMM)	TYP	CEG	(UNCHANGD)	(04/07/1995)	DWL CNT	(	0)	OTHR	(	0)
ULL LAND	( 315120)	DWELL	(	0)	FRM BLDG	(	0)	TOTAL	(	315120)			
ADJ LAND	( 315120)	DWELL	(	0)	FRM BLDG	(	0)	TOTAL	(	315120)			

PROPERTY OWNERS

RECORDED ON 08/19/1992 BOOK 6619 PAGE 615 REVENUE

- 1 IOWA REALTY CO, INC
- 2 I.R.F.B. JOINT, VENTURE
- 3 WEST LAKES DEV CO

PROPERTY ADDRESS

821 WESTOWN PW, WEST DES MOINES, IA 50266  
RAIL TO 6000 WESTOWN PKWY SUITE 200W. WEST DES MOINES, IA 50266

LEGAL DESCR

01 LOT 13 WEST LAKES OFFICE PARK  
02 PLAT 2

COMMENTS

31-96 FRI 15:28

AMERUS PROPERTIES

FAX NO. 15152216013

P.04/04

DISTRICT 32-0 PARCEL 04927-164-000 MAP 0493H DATE: 05/31/1996  
GEOPARCEL 7825-06-101-005 TIME: 02:26 PM

## AUDITOR VALUES

STAT(TAXABLE)	CLAS(COMM)	SCH(W DM SCH)	000	374	WESTUR
00% LAND(	303440)	DWELL(	0)	FRM BLDG(	0) TOTAL( 303440)
TAX LAND(	295190)	DWELL(	0)	FRM BLDG(	0) TOTAL( 295190)
NBR ACRES(002.964)	AG LAND VALUE(	0)	AC LAND CREDIT(		.00)
DIV SHEET(0000000000)	LOT SIZE( IREG X IREG )	SQ. FOOT(	0)		

## ASSESSOR VALUE

STAT(TAXABLE)	CLAS(COMM)	TYP	CHG(UNCHANGED)	(04/07/1995)	DWL CNT(	0)	OTHR(	0)
FULL LAND(	303440)	DWELL(	0)	FRM BLDG(	0)	TOTAL(	303440)	
ADJ LAND(	303440)	DWELL(	0)	FRM BLDG(	0)	TOTAL(	303440)	

## PROPERTY OWNERS

RECORDED ON 08/19/1992 BOOK 6619 PAGE 615 REVENUE  
T 1 IOWA REALTY CO, INC  
T 2 I.R.F.B. JOINT, VENTURE  
T 3 WEST LAKES DEV CO

## PROPERTY ADDRESS

5801 WESTOWN PW, WEST DES MOINES, IA 50266  
MAIL TO 6000 WESTOWN PKWY SUITE 200W, WEST DES MOINES, IA 50266

## LEGAL DESCR

01 LOT 14 WEST LAKES OFFICE PARK  
02 PLAT 2

## COMMENTS

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Seabury & Smith  
PROJECT #2**

Prepared By:  
Larry Grubisich  
Executive Director, DMACC Business Resources

DMACC Business Resources  
Des Moines Area Community College

**INTRODUCTION**  
**Seabury & Smith**  
**PROJECT # 2**

**COMPANY BACKGROUND**

See Attachment

**LOCATION OF PROJECT**

1776 West Lakes Parkway  
West Des Moines, Iowa 50398

**BASE HEAD COUNT**

935

**NUMBER OF NEW POSITIONS**

300

**PREVIOUS PROJECTS**

Project #1 was entered into on March 13, 2000

**SUPPLEMENTAL INFORMATION**

Project #1 is completed

**PRELIMINARY DATE**

11-30-06

**PROJECT END DATE**

1-1-2010

Upon receipt of proper documentation, reimbursement to Seabury & Smith, Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Seabury & Smith, Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

## **The Seabury & Smith Story**

In 1906, the company of Marsh & McLennan was formed and named after founders Henry W. Marsh and Donald R. McLennan to provide risk management to their clients.

In 1949 the Seabury & Smith organization was formed. It was named after two former Marsh & McLennan chairmen, Charles W. Seabury and Hermon D. Smith. Albert H. Wohlers was also founded in 1949 to specialize in the direct response and mass marketing group insurance products to their members. It was acquired by Seabury & Smith, Inc. in 1997.

Also in 1949, Maginnis & Associates was formed in Chicago and committed its efforts to marketing insurance plans through association sponsorships in the health care industry. Previously acquired by Kirke-Van Orsdel, Inc., it was acquired by Marsh & McLennan Companies and positioned it in its Seabury & Smith, Inc. organization in 1998. Seabury & Smith's acquisition of Kirke-Van Orsdel, Inc., the national insurance program administrator, formed the largest insurance program management firm in the U.S.

Seabury & Smith works hand-in-hand with our client organizations to create solutions to meet their members' specific insurance needs. You know your members and, with a 50-year-plus history in the insurance management industry, we know how to best support them. Marsh Affinity Group Services specializes in the design, administration and marketing of custom insurance programs and financial planning services for client organizations.



**US Consumer  
Urbandale Campus Project**

12/4/07

300

Year of Hire	Job Title	Skills, Education or Experience Required	# of Jobs	Retained or Created	Annual Salary	Hourly Rate	Total by Year	
Actg	1	Accounting Supervisor II	4 year degree	1	C	55,000	26.44	*
Actg	1	Assoc Accountant	4 year degree	1	C	35,500	17.07	*
Actg	1	Assoc Accounting Clerk	High School diploma	2	C	22,880	11.00	*
Actg	1	Finance Manager I	4 year degree	2	C	95,000	45.67	*
Actg	1	Financial Analyst II	4 year degree	2	C	57,500	27.64	*
Actg	1	Sr Accounting Clerk	High School diploma	1	C	31,000	14.90	*
Actg	1	Sr Accounting Clerk	4 year degree	2	C	35,500	17.07	*
Actg	1	Sr Financial Analyst I	4 year degree	3	C	58,000	27.88	*
Actg	1	Statistical Analyst I	4 year degree	2	C	62,000	29.81	*
Admin	1	Admin Assistant	High School diploma	2	C	28,500	13.70	*
Admin	1	Admin Team Leader	4 year degree	2	C	37,500	18.03	*
Admin	1	Administrative Assistant	4 year degree	2	C	37,000	17.79	*
Admin	1	Assoc Production Spec	4 year degree	2	C	35,000	16.83	*
Admin	1	Assoc Underwriter	High School diploma	1	C	23,000	11.06	*
Admin	1	Call Info Spec-Sales	High School diploma	1	C	29,000	13.94	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	29,000	13.94	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	29,000	13.94	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	29,000	13.94	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	29,000	13.94	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	30,000	14.42	*
Admin	1	Call Info Spec-Sales	High School diploma	2	C	30,000	14.42	*
Admin	1	Call Info Spec-Sales	4 year degree	6	C	35,500	17.07	*
Admin	1	Call Info Spec-Service	High School diploma	2	C	27,000	12.98	*
Admin	1	Call Info Spec-Service	High School diploma	2	C	27,000	12.98	*
Admin	1	Call Info Spec-Service	High School diploma	2	C	28,000	13.46	*
Admin	1	Call Info Spec-Service	High School diploma	2	C	28,000	13.94	*
Admin	1	Claims Examiner	High School diploma	2	C	27,000	12.98	*
Admin	1	Claims Examiner	High School diploma	2	C	28,000	13.46	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	24,000	11.54	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	26,000	12.50	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	26,000	12.50	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	26,500	12.74	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98	*
Admin	1	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98	*
Admin	1	Insurance Assistant	High School diploma	2	C	15,600	7.50	*
Admin	1	Insurance Assistant	High School diploma	2	C	25,000	12.02	*
Admin	1	Insurance Assistant	High School diploma	2	C	26,750	12.86	*
Admin	1	Insurance Clerk	High School diploma	2	C	23,397	11.25	*
Admin	1	Position - TBD	4 year degree	5	C	38,800	17.69	*
Admin	1	Sr Insurance Assistant	High School diploma	2	C	27,000	12.98	*
Admin	1	Sr Insurance Clerk	High School diploma	2	C	23,000	11.06	*
Admin	1	Underwriter I	High School diploma	2	C	27,040	13.00	*
IT	1	IT Project Management Leader	4 year degree	2	C	130,000	62.50	*
IT	1	IT Project Lead I	4 year degree	3	C	65,000	31.25	*
IT	1	Project Coordinator	4 year degree	2	C	42,000	20.19	*
Mktg	1	Marketing Mgr IV	4 year degree	2	C	160,000	76.92	*
Mktg	1	Marketing Coordinator	4 year degree	2	C	35,000	16.83	*
Mktg	1	Marketing Manager I	4 year degree	2	C	77,000	37.02	*
Mktg	1	Marketing Specialist II	4 year degree	2	C	39,000	18.75	*
Mktg	1	Marketing Specialist II	4 year degree	2	C	42,000	20.19	* 4,297,834
Actg	2	Assoc Accountant	4 year degree	2	C	35,500	17.07	*
Actg	2	Sr Accounting Clerk	High School diploma	2	C	25,500	12.26	*
Actg	2	Sr Accounting Clerk	High School diploma	2	C	29,000	13.94	*
Admin	2	Assoc Underwriter	High School diploma	2	C	27,081	13.02	*
Admin	2	Call Info Spec-Sales	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Sales	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Sales	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Sales	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Sales	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Service	High School diploma	2	C	28,000	13.48	*
Admin	2	Call Info Spec-Service	High School diploma	2	C	28,000	13.46	*
Admin	2	Call Info Spec-Service	High School diploma	4	C	30,000	14.42	*
Admin	2	Call Info Spec-Service	High School diploma	2	C	30,000	14.42	*
Admin	2	Call Info Spec-Service	High School diploma	2	C	30,000	14.42	*
Admin	2	Claims Examiner	High School diploma	2	C	26,000	12.50	*
Admin	2	Claims Examiner	High School diploma	2	C	26,000	12.50	*
Admin	2	Claims Examiner	High School diploma	6	C	27,000	12.98	*
Admin	2	Claims Examiner	High School diploma	2	C	27,000	12.98	*

**US Consumer  
Urbandale Campus Project**

12/4/07

300

Year of Hire	Job Title	Skills, Education or Experience Required	# of Jobs	Retained or Created	Annual Salary	Hourly Rate	Total by Year
Admin	2	Claims Supervisor	4 year degree	2	C	45,000	21.63 *
Admin	2	Contract Admin Mgr	4 year degree	2	C	115,000	55.29 *
Admin	2	Cust Svc Mgr-Sales	4 year degree	2	C	80,000	38.46 *
Admin	2	Cust Svc Mgr-Sales	4 year degree	2	C	80,000	38.46 *
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	26,000	12.50
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	26,271	12.63
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	26,500	12.74
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98
Admin	2	Cust Svc Rep-Service	High School diploma	2	C	28,000	13.46
Admin	2	Cust Svc Suprv-Sales	4 year degree	2	C	45,000	21.63 *
Admin	2	Cust Svc Unit Mgr-Sales	4 year degree	2	C	140,000	67.31 *
Admin	2	Insurance Assistant	High School diploma	2	C	25,000	12.02
Admin	2	Insurance Assistant	High School diploma	2	C	25,520	12.27
Admin	2	Insurance Assistant	High School diploma	2	C	27,000	12.98
Admin	2	Position - TBD	4 year degree	2	C	36,800	17.69 *
Admin	2	Sr Insurance Assistant	High School diploma	2	C	27,000	12.98
Admin	2	Sr Insurance Clerk	High School diploma	2	C	23,000	11.06
Admin	2	Underwriter I	4 year degree	2	C	35,000	16.83 *
IT	2	Project Mgr II	4 year degree	2	C	125,000	60.10 *
IT	2	IT Project Lead II	4 year degree	2	C	90,000	43.27 *
IT	2	Project Coordinator	4 year degree	3	C	45,000	21.63 *
Mktg	2	Marketing Analyst I	4 year degree	2	C	45,000	21.63 *
Mktg	2	Marketing Coordinator	4 year degree	2	C	36,500	17.55 *
Mktg	2	Marketing Specialist II	4 year degree	2	C	40,000	19.23 *
Mktg	2	Marketing Specialist II	4 year degree	2	C	47,000	22.60 *
Actg	3	Assoc Accountant	4 year degree	2	C	38,000	18.27 *
Actg	3	Sr Accounting Clerk	High School diploma	3	C	27,500	13.22
Admin	3	Call Info Spec-Sales	High School diploma	2	C	27,000	12.98
Admin	3	Call Info Spec-Sales	High School diploma	2	C	27,000	12.98
Admin	3	Call Info Spec-Sales	High School diploma	2	C	27,000	12.98
Admin	3	Call Info Spec-Sales	High School diploma	2	C	27,000	12.98
Admin	3	Call Info Spec-Sales	High School diploma	2	C	27,000	12.98
Admin	3	Call Info Spec-Service	High School diploma	2	C	26,000	12.50
Admin	3	Call Info Spec-Service	High School diploma	2	C	28,000	13.46
Admin	3	Claims Examiner	High School diploma	2	C	25,000	12.02
Admin	3	Claims Examiner	High School diploma	2	C	25,000	12.02
Admin	3	Claims Examiner	High School diploma	2	C	26,000	12.50
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	25,000	12.02
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	26,000	12.50
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	26,500	12.74
Admin	3	Cust Svc Rep-Service	High School diploma	7	C	27,000	12.98
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	27,000	12.98
Admin	3	Cust Svc Rep-Service	High School diploma	2	C	27,065	13.01
Admin	3	Cust Svc Suprv-Service	4 year degree	2	C	45,000	21.63 *
Admin	3	Insurance Assistant	High School diploma	2	C	25,000	12.02
Admin	3	Insurance Assistant	High School diploma	2	C	26,000	12.50
Admin	3	Insurance Assistant	High School diploma	3	C	27,040	13.00
Admin	3	Office Services Supervisor II	4 year degree	2	C	48,000	23.08 *
Admin	3	Position - TBD	4 year degree	2	C	36,800	17.69 *
Admin	3	Sr Insurance Assistant	High School diploma	2	C	28,000	13.46
Admin	3	Sr Insurance Clerk	High School diploma	2	C	23,000	11.06
Admin	3	Sr Insurance Clerk	High School diploma	2	C	24,000	11.54
Admin	3	Training Specialist I	4 year degree	2	C	45,000	21.63 *
Exec	3	Executive Assistant	4 year degree	2	C	42,000	20.19 *
IT	3	Business Analyst II	4 year degree	3	C	38,000	18.27 *
IT	3	Business Dvlp Coordinator III	4 year degree	2	C	48,000	23.08 *
IT	3	Project Coordinator	4 year degree	2	C	45,000	21.63 *
Mktg	3	E-Marketing Specialist	4 year degree	2	C	55,000	26.44 *
Mktg	3	Marketing Specialist II	4 year degree	2	C	42,000	20.19 *
Mktg	3	Marketing Specialist II	4 year degree	3	C	48,000	23.08 *
Mktg	3	Marketing Specialist II	4 year degree	2	C	55,000	26.44 *
			300				11,129,528

Employee benefits include: Health, Dental, Vision, EAP, 401(k), Life and disability

\* Indicates positions that qualify for the supplemental 1 ½% withholding diversion as part of the "additional project."

NEW POSITIONS: 300

COMPANY: Seabury &amp; Smith

## TRAINING PLAN

PROJECT #2

TRAINING FUND: 1,214,350

DMACC FEE IV:

AVAILABLE TRAINING: 1,214,350

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
Seabury & Smith colleagues need many different forms of specialized technical training.	Colleagues will develop stronger technical skills to support our overall growth and realize better customer services.	Seabury & Smith will conduct specific technical training programs through DMACC and other outside training options.	200,000	175,000		25,000	
Seabury & Smith is creating a centralized training rooms facility at the new Urbandale corporate campus.	Provide better equipment for the training rooms to allow adequate facilities for more effective in-house training.	Creating 14 specifically designed training rooms to conduct on-site training.	250,000	250,000			
New Seabury & Smith colleagues require specific on-the-job training to meet our expectations of superior customer service.	Seabury & Smith new colleagues will be better prepared to successfully integrate into our operations.	New Seabury & Smith colleagues will receive formal training for their specific job responsibilities for a predetermined period of time based on position requirements.	400,000				400,000
Seabury & Smith will have a need to rapidly develop supervisory competency with the significant planned business growth.	New Seabury & Smith supervisors and unit leaders will be properly prepared to manage their unit colleagues.	Seabury & Smith will partner with DMACC and other outside vendors to develop and implement supervisory training programs.	164,350		139,350	25,000	
Seabury & Smith has a need to upgrade training systems.	Implementation of improved training systems and materials.	Identify systems upgrades or replacements and conduct projects to implement better training systems.	75,000			75,000	
Seabury & Smith with need to advance colleagues into management positions to build the infrastructure needed to properly manage the planned business growth.	New Seabury & Smith managers will be better prepared to manage their business operations.	Seabury & Smith will partner with DMACC and other outside vendors to develop and implement management training programs.	125,000		125,000		
		TOTAL	1,214,350	425,000	264,350	125,000	400,000

**TRAINING BUDGET  
FOR  
Seabury & Smith, Inc.  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$425,000</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$264,350</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$125,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$400,000</b>
<b>TOTAL TRAINING BUDGET</b>		<b>\$1,214,350</b>

The training began 11-30-06 and will continue to 1-1-2010.

Upon receipt of proper documentation, reimbursement to Seabury & Smith Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Seabury & Smith Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

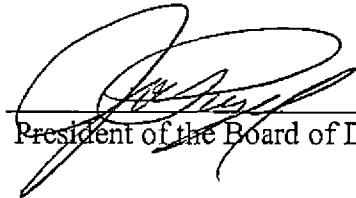
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

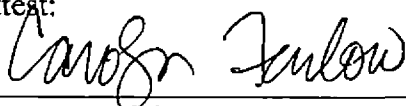
Matters were discussed concerning a New Jobs Training Agreement between the College and Sauer-Danfoss, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$1,430,000 Aggregate Principal Amount of New Jobs Training Certificates (Sauer-Danfoss, Inc. Project #2) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:  
  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$1,430,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (SAUER-DANFOSS, INC. PROJECT #2) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Sauer-Danfoss, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and



WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$1,430,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$1,430,000 of New Jobs Training Certificates (Sauer-Danfoss, Inc. Project #2) of the College (the "Certificates"), with \$949,500 of the Certificates issued under the Act and \$480,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(SAUER-DANFOSS, INC. PROJECT #2)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$1,430,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Sauer-Danfoss, Inc. Project #2) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Sauer-Danfoss, Inc. in Ames, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$1,430,000 of New Jobs Training Certificates (Sauer-Danfoss, Inc. Project #2) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF POLK                 )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Sauer-Danfoss, Inc.**

---

Project # 2

Dated as of February 11, 2008

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Sauer-Danfoss, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Delaware and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information



with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School:      Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer:      Tod Strudthoff  
   Sauer-Danfoss  
   2800 East 13<sup>th</sup> St.  
   Ames, IA 50010

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]



↓ EMPLOYER ↓

Sauer Danfoss

[Printed Name of Employer]

[Federal I.D. #] 42-1345015

By:

[Printed Name] C. Kells Hall

[Printed Title] V.P. Operations

Email address KHall@sauer-danfoss.com

Date: December 7, 2007

ATTEST:

By:

[Printed Name] Jon Finnegan

[Printed Title] HR Team Leader

State of Iowa

County of Story :ss

On this date: December 7, 2007

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] C. Kells Hall

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] V.P. Operations

of the above named Employer, a corporation organized in the State of Iowa

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] December 7, 2007

[SEAL]

9/30/09

Notary Public In and For Said County and State

[Printed Name] Rita K. Aves

Commission Expires [Date] Sept. 30, 2009

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name]

[Printed Title]

Date:

Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date:

Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Busel

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] Carolyn D. Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

2800 East 13<sup>th</sup> St., Ames, IA 50010

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new positions.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Sauer-Danfoss  
PROJECT #2**

**January 2008**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Sauer-Danfoss**  
**PROJECT # 2**

**COMPANY BACKGROUND**

Sauer-Danfoss is a worldwide leader in the design, manufacture and sale of engineered hydraulic and electronic systems and components, for use primarily in applications of mobile equipment. Sauer-Danfoss, with approximately 8,500 employees worldwide, has sales, manufacturing, and engineering capabilities in Europe, the Americas, and the Asia-Pacific

**LOCATION OF PROJECT**

2800 East 13<sup>th</sup> St.

**BASE HEAD COUNT**

839

**NUMBER OF NEW POSITIONS**

261

**PREVIOUS PROJECTS**

Project #1 in 2006

**SUPPLEMENTAL INFORMATION**

79 of the new positions earn greater than the average Region XI wage of \$14.37.

**PRELIMINARY DATE**

July 15, 2006

**PROJECT END DATE**

Spring 2011

LIST OF POSITIONS  
Sauer-Danfoss  
PROJECT #2

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Accountant	1	\$25.96
Accounting Clerk	1	\$14.93
Accounting Clerk	1	\$15.50
Accounting Clerk	1	\$15.71
Admin Secretary I	1	\$13.50
Admin Secretary II	1	\$17.00
Applications Engineer	1	\$34.13
Applications Engineer	1	\$34.91
Applications Engineer	1	\$37.98
Business Consultant	1	\$34.62
Commodity Manager	1	\$37.50
Commodity Manager	1	\$41.83
Commodity Manager	1	\$42.73
Contracts Assistant	1	\$15.00
Cost Analyst	1	\$22.77
Data Base Analyst	1	\$35.34
Director Global Contin Improve	1	\$75.72
Director Tax	1	\$67.31
Drafter	1	\$15.00
Engineer	1	\$26.63
Engineer	2	\$28.85
Engineer	1	\$30.29
Engineer	1	\$40.87
Engineering Technician	1	\$15.00
Engineering Technician	1	\$21.00
Field Sales Representative	1	\$40.87
Field Service Representative	1	\$29.71
Financial Analyst	1	\$28.85
Help Desk Analyst	2	\$17.50
Help Desk Analyst	1	\$19.18
LAN Administrator	1	\$31.25
Lean Specialist	1	\$24.04
Manufacturing Serv & Support	1	\$12.65
Manufacturing Serv & Support	1	\$19.56
Manufacturing Serv & Support	1	\$19.65
Manufacturing Serv & Support	1	\$19.75
Manufacturing Serv & Support	1	\$20.55
Market Manager	1	\$50.12
Market Specialist	1	\$35.34
Mfg Engineer	1	\$25.48
Mfg Engineer	1	\$32.93
Operations Planning Admin	2	\$21.63
Operations Planning Coord	1	\$14.20
Operations Planning Coord	1	\$21.20
Pricing Assistant	1	\$14.77
Process Engineer	1	\$28.85
Process Technician	1	\$20.00
Procurement Specialist	1	\$27.40
Production Machining Tech	1	\$12.45

Production Machining Tech	12	\$13.73
Production Machining Tech	1	\$14.01
Production Machining Tech	1	\$14.08
Production Machining Tech	1	\$14.16
Production Machining Tech	2	\$14.20
Production Machining Tech	1	\$14.21
Production Machining Tech	1	\$14.28
Production Machining Tech	1	\$14.36
Production Machining Tech	1	\$14.37
Production Machining Tech	1	\$14.40
Production Machining Tech	1	\$14.47
Production Machining Tech	1	\$14.98
Production Machining Tech	1	\$15.77
Production Operations Tech	51	\$11.95
Production Operations Tech	1	\$12.00
Production Operations Tech	6	\$12.10
Production Operations Tech	2	\$12.20
Production Operations Tech	2	\$12.24
Production Operations Tech	1	\$12.25
Production Operations Tech	3	\$12.30
Production Operations Tech	8	\$12.35
Production Operations Tech	3	\$12.40
Production Operations Tech	62	\$12.45
Production Operations Tech	1	\$12.58
Production Operations Tech	1	\$12.60
Production Operations Tech	2	\$12.63
Production Operations Tech	1	\$12.68
Production Operations Tech	2	\$12.70
Production Operations Tech	1	\$12.75
Production Operations Tech	1	\$12.77
Production Operations Tech	1	\$12.78
Production Operations Tech	1	\$13.00
Production Operations Tech	1	\$13.01
Production Operations Tech	1	\$13.33
Production Operations Tech	1	\$13.45
Production Operations Tech	3	\$13.73
Production Operations Tech	1	\$13.87
Project Manager	1	\$33.02
Project Manager	1	\$40.87
Purchasing Project Manager	1	\$39.42
Quality Engineer	1	\$30.29
Quality Engineer	1	\$31.97
Quality Technician	1	\$16.33
Quality Technician	1	\$18.00
Quality Technician	1	\$20.77
Reserve Team	1	\$13.00
Sr Accounting Clerk	1	\$17.50
Sr Applications Engineer	1	\$41.59
Sr Cost Analyst	1	\$28.85
Sr Engineer	1	\$35.58
Sr Market Services Coordinator	1	\$18.64
Sr Operations Planning Admin	1	\$30.29
Sr Quality Engineer	1	\$39.42
Sr System Analyst	1	\$41.48
Sr System Analyst	1	\$45.67

Sr WAN Administrator	1	\$38.46
Strategic Purchasing Manager	1	\$39.42
Tax Manager	1	\$45.67
Team Leader	1	\$30.19
Team Leader	1	\$38.46
Team Leader	1	\$45.67
Team Leader	1	\$55.29
Technical Support Engineer	1	\$31.25
Web Developer	1	\$34.62

**Company Benefits:**

Medical Insurance

Dental Insurance

Flexible Benefits Plan

Group Life Insurance

Accidental Death and Dismemberment Insurance

Retirement Program

Employee Assistance Plan

Paid Holidays

Vacation

Sick Leave/Disability

Jury Duty

Bereavement



NEW POSITIONS: 261

## TRAINING PLAN

TRAINING FUND:	\$ 1,426,000.00
DMACC FEE IV:	\$
AVAILABLE TRAINING:	\$ 1,125,611.00

COMPANY: Sauer-Danfoss

PROJECT #2

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>New Employee Training</b> Sauer Danfoss is in a hiring mode and is bringing on a number of new employees. It is important that these new employees receiver proper orientation and training in order to get them up to speed and contributing to the bottom line as quickly as possible.	Expected outcomes: - new employees with an understanding of the organization's culture. - an understanding of who the company's customers are. - knowledge of where things are located within the facility.	Sauer Danfoss will provide instruction to new employees to get them oriented. May include classes and training time as it relates to safety, customers, human resources, information technology, respect training, and quality. Training materials may be included. Possibly costs to build a mock assembly line for new employee training.	\$383,611.00	183,611.00		200,000.00	
<b>Management/Supervisory Training</b> Sauer Danfoss knows and understands that managers and supervisors need to have special skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment.	DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, time mgmt, coaching, inventory management. Materials to support this training may also be included, such as books, videotapes, and software.	\$102,000.00		100,000.00	2,000.00	
TOTAL			\$485,611.00	183,611.00	100,000.00	202,000.00	0.00

# TRAINING PLAN

COMPANY: Sauer-Danfoss

PROJECT # 2

PAGE 2

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Continuous Improvement Training</b> The company would like to determine ways to reduce waste and increase productivity. In an increasingly competitive industry, processes need to be streamlined in order to improve profitability.	Expected outcomes: - Identify areas where processes can be streamlined. - improve processes to increase profitability. - eliminate waste.	<b>BALANCE BROUGHT FORWARD</b>  Utilize Lean Operations and other continuous improvement methods such as Kaizen to improve processes, reduce inventory, and improve quality. DMACC and/or outside vendors to assist.	\$485,611.00	183,611.00	100,000.00	202,000.00	0.00
<b>Sales and Customer Service Training</b> Sauer Danfoss is an organization that understands that an important part of growing the business includes having employees with a focus on customers, both internal and external. The ability to meet and exceed the expectations of the customer is important.	Expected outcomes: - a better understanding of their clients. - employees who can maintain the client/company relationship. - Increased customer satisfaction. - employees to understand the diversity of the market place	Sauer Danfoss will work with DMACC and/or outside vendors to determine the most appropriate training program and methodology for sales and/or customer service training. May include classes, seminars, conferences, and related training materials.	\$210,000.00	200,000.00		10,000.00	
<b>Computer Training</b> The company has an ever increasing need to keep its employees software skills sharp. As the company continues to grow, software skills will help employees do their jobs more effectively. In turn, the company will be better able to effectively sustain growth.	Expected outcomes: - employees skilled to use various types of software. - Improve efficiency at which work is done in the organization.	Training may be provided through outside vendors and/or DMACC. Training may include Microsoft products training, SAP, and other business-specific software training.	\$30,000.00	30,000.00			
			\$100,000.00	100,000.00			
		<b>TOTAL</b>	<b>\$825,611.00</b>	<b>513,611.00</b>	<b>100,000.00</b>	<b>212,000.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: Sauer-Danfoss

PROJECT #2

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
		Balance Brought Forward	\$825,611.00	513,611.00	100,000.00	212,000.00	0.00
<b>Safety Training</b> To ensure a safe work environment, the company needs to improve its safety program and provide training to new employees.	Expected outcomes: - reduce workplace accidents. - reduced absenteeism related to workplace accidents.	DMACC and/or outside vendors to help the company identify safety improvements and provide training. Training may be provided through classes, seminars, or consulting. May include the "SD Challenge." Materials may also be needed.	\$100,000.00	100,000.00			
<b>Professional and Job Skill Training</b> Sauer Danfoss is a company that needs its employees to have a variety of skills in order for them to perform their jobs effectively within a team environment. These skills are needed for supervisors as well as front-line employees.	Expected outcomes: - employees able to deal with changes in the workplace. - communication skills to be improved among its employees - employees able to deal with difficult internal and external customers. - supervisors and managers to have the proper skills to lead the company	DMACC and Sauer Danfoss Corporation to explore many training options. DMACC and/or outside vendors to provide training, classes, or seminars that will focus on a variety of professional skills. Topics may include conflict management, change in the workplace, leadership, getting along with coworkers, communication, time management, project management, and/or respect training.	\$100,000.00	100,000.00			
<b>Technical Skills Training</b> The company's employees are expected to have good technical knowledge in order to perform their jobs well. This includes knowledge of industry specific machinery and how to service it.	Expected outcomes: - Increased knowledge of machinery specific to the company's industry. - ability to maintain and repair machinery. - improved maintenance skills	DMACC and/or outside vendors to provide instruction as it relates to technical skills training and maintenance. May include classes, seminars, and training. Trainer wages may be included.	\$100,000.00	100,000.00			
		<b>TOTAL</b>	<b>\$1,125,611.00</b>	<b>813,611.00</b>	<b>100,000.00</b>	<b>212,000.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Sauer-Danfoss  
PROJECT #2**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$813,611</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$100,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$212,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$1,125,611</b>

The training began July 15, 2006 and will continue to Spring 2011.

Upon receipt of proper documentation, reimbursement to Sauer-Danfoss for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Sauer-Danfoss with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Purfoods, LLC. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$460,000 Aggregate Principal Amount of New Jobs Training Certificates (Purfoods, LLC Project) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$460,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PURFOODS, LLC PROJECT) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Purfoods, LLC (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$460,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$460,000 of New Jobs Training Certificates (Purfoods, LLC Project) of the College (the "Certificates"), with \$374,000 of the Certificates issued under the Act and \$86,000 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:



NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(PURFOODS, LLC PROJECT)  
OF DES MOINES AREA COMMUNITY COLLEGE

Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$460,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Purfoods, LLC Project) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Purfoods, LLC in Ankeny, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors

  
\_\_\_\_\_  
Secretary of the Board of Directors

Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$460,000 of New Jobs Training Certificates (Purfoods, LLC Project) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

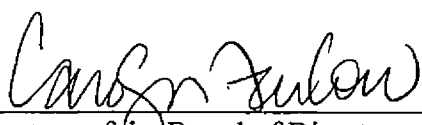
Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                 )  
  ) SS:  
COUNTY OF POLK             )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Purfoods, LLC**

---

Project # 1

---

Dated as of February 11, 2008

---

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Purfoods, LLC (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project



Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)

days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## ARTICLE V

### MISCELLANEOUS

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Brian Hoey  
Purfoods, LLC  
718 Shurfine Drive  
Ankeny, IA 50021

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## ARTICLE VI

### SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Purfoods, LLC

[Printed Name of Employer]

[Federal I.D. #] 41-2096639

By: Brian Hoey  
 [Printed Name] Brian Hoey  
 [Printed Title] CFO  
 Email address brian.hoey@purfoods.com  
 Date: 12-20-07

ATTEST:

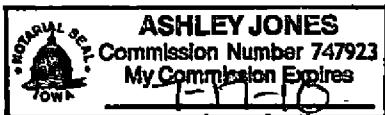
By: Ashley Jones  
 [Printed Name] ASHLEY JONES  
 [Printed Title] TELLER

State of Iowa  
 County of PAK :ss

On this date: 12/20/07  
 before me, a Notary Public in and for the above  
 specified County and State, personally appeared  
 [Name] Brian Hoey  
 to me personally known, who, being by me duly  
 sworn upon oath, did say that he or she is the  
 [Title] CFO  
 of the above named Employer, a corporation  
 organized in the State of IOWA ;  
 that the foregoing instrument was signed on  
 behalf of said Employer by authority of its Board  
 of Directors; and acknowledged the execution of  
 said instrument to be the voluntary act and deed  
 of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
 [Date] 12/20/07

[SEAL]



Notary Public In and For Said County and State  
 [Printed Name] Ashley Jones  
 Commission Expires [Date] 7-17-10

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By: Joe Pugh  
 [Printed Name] Joe Pugh  
 [Printed Title] Board President  
 Date: Feb 11, 2008

ATTEST:

By: \_\_\_\_\_  
 [Printed Name] \_\_\_\_\_  
 [Printed Title] \_\_\_\_\_

State of Iowa  
 County of Polk :ss

On this date: Feb 11, 2008  
 before me, a Notary Public in and for the above  
 specified County and State, personally appeared  
 [Name] Joe Pugh  
 to me personally known, who, being by me duly  
 sworn upon oath, did say that he or she is the  
 [Title] Board President  
 of Des Moines Area Community College, Ankeny  
 Iowa; that the foregoing instrument was signed  
 on behalf of Des Moines Area Community  
 College by authority of the Board of Directors;  
 and acknowledged the execution of said  
 instrument to be the voluntary act and deed of  
 said Officer by him or her voluntarily executed.

Given under my hand and seal this date:  
 [Date] Feb 11, 2008

[SEAL]



Notary Public In and For Said County and State  
 [Printed Name] Carolyn D Farlow  
 Commission Expires [Date] 4/23/09



## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

Lot Two (2) (except the East 150 feet and except the South 40 feet thereof)  
in ANKENY INDUSTRIAL PARK, an Official Plat, now included in and  
forming a part of the City of Ankeny, Polk County, Iowa

Locally known as 718 S.E. Shurfine Drive, Ankeny, IA 50021

### **DESCRIPTION OF PERSONAL PROPERTY**

This project is funded solely from the diversion of Iowa withholding on new  
positions.

Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Purfoods, LLC  
PROJECT #1**

**December 2007**

**Prepared By:  
Jeff Janes  
Business Solutions Consultant  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Purfoods, LLC**  
**PROJECT # 1**

**COMPANY BACKGROUND**

Purfoods is the leader in the fresh food delivery business. The company was founded in 1999 by the Anderson Family. The company provides fresh cooked meals to two markets. The first market food is delivered to is senior citizens throughout Iowa and Wisconsin. The second market food is delivered to is the diet market. These meals are delivered throughout the United States. The company currently has facilities in Nevada, Ankeny, and Des Moines.

**LOCATION OF PROJECT**

718 SE Shurfine Drive, Ankeny, IA 50021  
517 K Ave., Nevada, IA 50201

**BASE HEAD COUNT**

170

**NUMBER OF NEW POSITIONS**

171

**PREVIOUS PROJECTS**

NA

**SUPPLEMENTAL INFORMATION**

18 positions will be paid more than the average Story County wage of \$14.37 or the average regional wage of \$14.98.

**PRELIMINARY DATE**

January 1, 2007

**PROJECT END DATE**

Spring 2011

# LIST OF POSITIONS

Purfoods, LLC

PROJECT #1

TITLE	NUMBER OF POSITIONS	HOURLY WAGE
Fulfillment Center Manager	1	\$ 64.62
IT Director	1	\$ 52.88
Purchasing Manager	1	\$ 36.06
IT Manager	1	\$ 33.65
HAACP Manager	1	\$ 26.44
Cost Accountant	1	\$ 25.85
Financial Analyst	1	\$ 25.00
Recruiting Assistant	1	\$ 16.83
Staff Accountant	1	\$ 16.83
Shift Lead - Warehouse	2	\$ 15.38
Supervisor - Kitchen	2	\$ 15.38
Supervisor - Packaging	2	\$ 15.38
Supervisor - Plating	2	\$ 15.38
Supervisor - Spice	1	\$ 15.38
Billing Specialist	1	\$ 13.50
Assistant Supervisor	1	\$ 13.00
Maintenance	1	\$ 13.00
Call Center Agents	5	\$ 12.50
Gel Pack	1	\$ 11.50
QC/Printer	2	\$ 11.50
Inventory	1	\$ 11.00
Pickers	27	\$ 11.00
Packers	13	\$ 10.50
Warehouse	3	\$ 10.00
Call Center Agents	9	\$ 9.00
Tracking	1	\$ 9.00
Cooks/prep	35	\$ 8.00
Dishwashers	14	\$ 8.00
Pack Machine	11	\$ 8.00
Packaging	6	\$ 8.00
Plating	15	\$ 8.00
Runners	7	\$ 8.00

## Company Benefits:

Medical Insurance

401(k)

Flex Spending for Medical

Flex Spending for Dependent Care

Short Term Disability

Long Term Disability

Vacation

NEW POSITIONS: 17

COMPANY: Purfoods, LLC

## TRAINING PLAN

Purfoods, LLC  
PROJECT #1

TRAINING FUND:	359,910.00
DMACC FEE IV:	
AVAILABLE TRAINING:	359,910.00

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Food Safety Training</b> As Purfoods is in the food industry, food safety is extremely important. Without taking the proper precautions while working with food products, there is a risk of distributing items that could be harmful to consumers.	Outcomes to include: - increased employee knowledge and application of FDA regulations - knowledge and application of pest control procedures - a clean work environment - increased knowledge of bacteria elimination procedures	DMACC and/or outside vendors to provide classes, seminars, and training that will address food safety. Training topics may include train-the-trainer sessions, bacteria issues, pest control, cleanliness, FDA training, and/or HACCP training. Some expenses may include travel, lodging, and/or materials.	\$79,910.00	78,910.00		1,000.00	
<b>Safety Training</b> Promoting a safe work environment is of utmost importance to Purfoods. Safety consciousness and awareness will help reduce the amount of lost work time that can hurt efficiency and employee morale. Purfoods uses knives, stoves, forklifts, and other tools that could cause damage and injury if not properly used.	Outcomes to include: - employees trained to provide safety training to other employees. - reduced work place accidents. - reduced absenteeism related to workplace accidents. - increased awareness of knife safety. - employees who use safe operating procedures while using ovens and stoves. - increased knowledge of OSHA rules and regulations. - increased knowledge of ergonomic safety procedures.	DMACC and/or outside vendors to provide classes, seminars, and training that will address safety needs. Training topics may include train-the-trainer sessions, OSHA compliance, knife safety, oven and stove safety, forklift safety, and/or ergonomic training. Some expenses may be used for travel, lodging, and/or materials.	\$31,000.00	30,000.00		1,000.00	
TOTAL			\$110,910.00	108,910.00	0.00	2,000.00	0.00

## PROJECT # 1

PAGE 2

<b>IDENTIFIED NEEDS AND EXPLANATION</b>	<b>ANTICIPATED PROJECT OUTCOMES</b>	<b>IMPLEMENTATION PLAN</b>	<b>TOTAL COST</b>	<b>JOB SKILL I</b>	<b>SUPERVISORY TRAINING II</b>	<b>TRAINING MATERIALS III</b>	<b>OJT V</b>
<b>Computer Skills Training</b> Computer hardware and software skills are needed to help employees do their jobs more efficiently and effectively. Well-trained employees in this area will be better able to provide good customer service, and this will help the business grow.	Expected outcomes: - ability to maintain computer hardware. - employees with the ability to use software to do their jobs more effectively. - increased knowledge of hardware and software installation	<b>BALANCE BROUGHT FORWARD</b>  Training may be provided through classes, seminars, or conferences. May include Microsoft products training such as Excel, Word, Powerpoint, and software specific to Purfoods' business. May also include training on hardware and software installation. Travel, lodging, and/or materials may be included.	\$110,910.00	108,910.00	0.00	2,000.00	0.00
			\$20,500.00	20,000.00		500.00	
<b>Continuous Improvement/Learn</b> Purfoods, LLC is in an increasingly competitive industry, and this makes it necessary for the company to be as efficient as possible in order to be more productive and profitable. Lean training will help the company look for ways to eliminate waste and become more efficient.	Purfoods expects: - reduced waste. - increased efficiency. - quality improvements. - increased production capacity. - shorter lead times. - increased customer satisfaction.	DMACC and/or outside vendors to provide training. Classes, seminars, and training topics may include Lean Operations, 5S, Kaizen, Value-Stream Mapping, TPM, Six Sigma, and/or Continuous Improvement. May also include training materials.	\$51,000.00	50,000.00		1,000.00	
<b>TOTAL</b>			<b>\$182,410.00</b>	<b>178,910.00</b>	<b>0.00</b>	<b>3,500.00</b>	<b>0.00</b>

# TRAINING PLAN

COMPANY: Purfoods, LLC

PROJECT #1

PAGE 3

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Management/Leadership Training</b> Purfoods knows and understands that managers and supervisors need to have special abilities and skills to effectively lead the company. They need to be able to coach and counsel employees towards actions that will help the company achieve its goals.	Expected outcomes: - managers skilled in diversity issues. - leaders who have good interpersonal skills. - managers who communicate well. - ability for managers to foster a team environment. - managers who will help lead and set the direction of the company.	Balance Brought Forward  DMACC and/or outside vendors to provide training. Training may be delivered in the way of classes, seminars, and/or conferences. May include project management training, team building, conflict resolution. Materials to support this training may also be included, such as books, videotapes, and software. Travel and lodging may also be included.	\$182,410.00  \$61,000.00	178,910.00  75,000.00	0.00  60,000.00	3,500.00  1,000.00	0.00  
<b>Professional Skill Development</b> Purfoods needs to have their employees skilled in a variety of areas in order for them to perform their jobs effectively. These skills are needed for supervisors as well as front-line employees.	Expected outcomes: - Increased project management skills. - improved problem solving skills. - improved customer service skills. - communications skills to be at a high level among its employees. - supervisors and managers to have the proper skills to lead - employees able to handle change in the workplace. - increased knowledge of human resources policies and procedures	Purfoods to pursue DMACC and/or other outside vendors to provide training. Topics may include communication skills, project management, customer service, leadership, management, change management, and conflict management. Training may also include Human Resources policies and procedures, including harassment training, performance evaluation training, and/or coaching and counseling. Tuition reimbursement, travel and lodging, and training materials may be included.	\$76,000.00  <b>TOTAL</b>	75,000.00  253,910.00	  60,000.00	1,000.00  5,500.00	  0.00



# TRAINING PLAN

COMPANY: Purfoods, LLC

PROJECT # 1

PAGE 4

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>Sales and Customer Service Training</b> Purfoods, LLC understands the importance of gaining and retaining customers. Employees of the organization must be able to effectively market the services it can provide, and create sales that will help the company grow. It's also essential that the employees be able to meet and exceed the needs of the clients.	<b>Expected outcomes:</b> - employees with improved sales and marketing skills. - employees that work to meet and exceed customer expectations. - increased sales. - increased customer satisfaction. - understanding of internal and external customer needs and expectations.	Balance Brought Forward	\$319,410.00	253,910.00	60,000.00	5,500.00	0.00
		Instruction to be provided via training, classes, and/or conferences. May be provided by DMACC and/or outside vendors. Topics may include Service Plus, sales training, and other service related classes. May include materials such as books and videotapes. Registration and travel and lodging may also be included. May also include the time cost of an internal trainer.	40,500.00	40,000.00		500.00	
		<b>TOTAL</b>	<b>\$359,910.00</b>	<b>293,910.00</b>	<b>60,000.00</b>	<b>6,000.00</b>	<b>0.00</b>

**TRAINING BUDGET  
FOR  
Purfoods, LLC  
PROJECT #1**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$293,910</b>
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$60,000</b>
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$6,000</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$0</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$0</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$359,910</b>

The training began January 1, 2007 and will continue to May 2011.

Upon receipt of proper documentation, reimbursement to Purfoods, LLC for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Purfoods, LLC with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

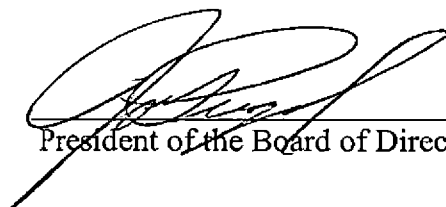
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a New Jobs Training Agreement between the College and Pioneer Hi-Bred International, Inc. Following a discussion of the proposal, there was introduced and caused to be read a resolution entitled "A Resolution Approving the Form and Content and Execution and Delivery of a New Jobs Training Agreement, Instituting Proceedings for the Taking of Additional Action for the Issuance of New Jobs Training Certificates, and Directing the Publication of a Notice of Intention to Issue Not to Exceed \$2,035,000 Aggregate Principal Amount of New Jobs Training Certificates (Pioneer Hi-Bred International, Inc. Project #5) of the Des Moines Area Community College." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\*\*\*\*\*

  
\_\_\_\_\_  
President of the Board of Directors

Attest:  
  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A NEW JOBS TRAINING AGREEMENT, INSTITUTING PROCEEDINGS FOR THE TAKING OF ADDITIONAL ACTION FOR THE ISSUANCE OF NEW JOBS TRAINING CERTIFICATES, AND DIRECTING THE PUBLICATION OF A NOTICE OF INTENTION TO ISSUE NOT TO EXCEED \$2,035,000 AGGREGATE PRINCIPAL AMOUNT OF NEW JOBS TRAINING CERTIFICATES (PIONEER HI-BRED INTERNATIONAL, INC. PROJECT #5) OF THE DES MOINES AREA COMMUNITY COLLEGE.

WHEREAS, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260E of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to issue New Jobs Training Certificates and use the proceeds from the sale of said Certificates to defray all or a portion of the cost of a "New Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to encourage industry and trade to locate and expand within the State of Iowa (the "State") in order to create jobs and employment opportunities and to improve the economic welfare of the residents of the State; and

WHEREAS, the College is also authorized and empowered by Section 15A.7 of the Code of Iowa, as amended (hereinafter referred to as the "Supplemental Act"), to issue New Jobs Training Certificates under the Supplemental Act and payable from a supplemental new jobs credit from withholding authorized under the Supplemental Act and to use the proceeds from the sale of said Certificates to fund the program services for an additional New Jobs Training Program; and

WHEREAS, the College has undertaken negotiations with respect to a New Jobs Training Program with Pioneer Hi-Bred International, Inc. (the "Company"), pursuant to the provisions of the Act and the Supplemental Act for the purpose of establishing a job training program, including an additional job training program under the Supplemental Act (hereinafter referred to as the "Project"), to educate and train workers for new jobs with the Company at its facilities located or to be located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

WHEREAS, the Project will include jobs which the Company has agreed will qualify for the supplemental new jobs credit from withholding authorized under the Supplemental Act and the College has determined that the starting wages which the Company has agreed to pay make such jobs eligible for the supplemental new jobs credit from withholding authorized under the Supplemental Act; and

WHEREAS, the College has determined that the amount necessary to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, will require the issuance by the College of not to exceed \$2,035,000 aggregate principal amount of its New Jobs Training Certificates pursuant to the provisions of the Act and the Supplemental Act; and

WHEREAS, it is proposed to finance the cost of the Project through the issuance of not to exceed an aggregate of \$2,035,000 of New Jobs Training Certificates (Pioneer Hi-Bred International, Inc. Project #5) of the College (the "Certificates"), with \$1,047,500 of the Certificates issued under the Act and \$987,500 of the Certificates issued under the Supplemental Act; and

WHEREAS, before the Certificates may be issued, it is necessary to publish a notice of the proposal to issue new jobs training certificates and the right to appeal the decision of the Board of Directors of the College to issue the Certificates pursuant to the provisions of the Act and the Supplemental Act, all as required and provided for by Section 260E.6 of the Act and subsection 4 of the Supplemental Act; and

WHEREAS, an Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a new jobs training program for the Company;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:

Section 1. That the Secretary of the Board of Directors is hereby directed to give notice of intention to issue the Certificates, stating the amount and purpose thereof, and the Project for which the Certificates are to be issued, by publication at least once in a legal newspaper, printed in the English language published at least once weekly and having a general circulation within the merged area served by the College. The notice shall be in substantially the following form:

NOTICE OF INTENTION TO ISSUE  
NEW JOBS TRAINING CERTIFICATES  
(PIONEER HI-BRED INTERNATIONAL, INC. PROJECT #5)  
OF DES MOINES AREA COMMUNITY COLLEGE

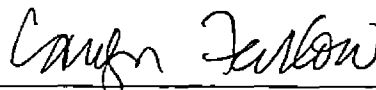
Notice is hereby given that the Board of Directors of Des Moines Area Community College intends to issue in the manner required by law not to exceed \$2,035,000 aggregate principal amount of Des Moines Area Community College New Jobs Training Certificates (Pioneer Hi-Bred International, Inc. Project #5) (the "Certificates"). The Certificates are to be issued pursuant to Chapter 260E and Section 15A.7 of the Iowa Code. The Certificates are to be issued for the purpose of providing funds to pay the costs, including program costs, of new jobs training programs to educate and train workers for new jobs at Pioneer Hi-Bred International, Inc. in Johnston, Iowa.

The Board of Directors has instituted proceedings and taken further and additional action for the authorization and issuance of the Certificates.

A person may, within fifteen days after the publication of this notice by action in the district court of a county in the area within which the Des Moines Area Community College is located, appeal the decision of the Board of Directors in proposing to issue the Certificates. The action of the Board of Directors in determining to issue the Certificates is final and conclusive unless the district court finds that the Board of Directors has exceeded its legal authority. An action shall not be brought which questions the legality of the Certificates, the power of the Board of Directors to issue the Certificates, the effectiveness of any proceedings relating to the authorization of the Project, or the authorization and issuance of the Certificates from and after fifteen days from the publication of this notice.

This notice is published pursuant to the provisions of Chapter 260E and Section 15A.7 of the Iowa Code.

By Order of the Board of Directors



Secretary of the Board of Directors

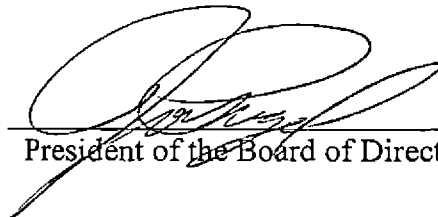
Section 2. That the Industrial New Jobs Training Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Industrial New Jobs Training Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Industrial New Jobs Training Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto.

Section 3. That this Board does hereby institute proceedings and take further and additional action for the authorization and issuance in the manner required by law and in accordance with the Act and the Supplemental Act of not to exceed an aggregate of \$2,035,000 of New Jobs Training Certificates (Pioneer Hi-Bred International, Inc. Project #5) the proceeds of which Certificates will be used to provide funds to pay costs, including program costs, of new jobs training by providing education and training of workers for new jobs at the Company.

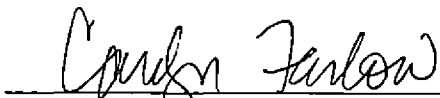
Section 4. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 5. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



STATE OF IOWA                    )  
                                      ) SS:  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
Secretary of the Board of Directors

**INDUSTRIAL NEW JOBS  
TRAINING AGREEMENT**

between

**DES MOINES AREA COMMUNITY COLLEGE**  
Ankeny, Iowa

and

**Pioneer Hi-Bred International, Inc.**

Project # **5**

Dated as of **February 11, 2008**

## INDUSTRIAL NEW JOBS TRAINING AGREEMENT

This Industrial New Jobs Training Agreement (the "Agreement") made and entered into as of February 11, 2008 between Des Moines Area Community College (the "Area School"), Ankeny, Iowa and Pioneer Hi-Bred International, Inc. (the "Employer").

### WITNESSETH:

WHEREAS, pursuant to Chapter 260E of the Code of Iowa, as amended (the "Act"), the Area School has determined to enter into this Agreement with Employer for the purpose of establishing a new jobs training program to educate and train certain persons employed by Employer in new jobs; and

WHEREAS, the Area School intends to fund the new jobs training program from the proceeds of the issuance by the Area School of new jobs training certificates (the "Certificates") in accordance with the provisions of the Act; and

WHEREAS, the Certificates will be issued pursuant to the terms of a resolution (the "Resolution") to be adopted by the Board of Directors of the Area School; and

WHEREAS, the Area School and the Employer each have full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on their respective parts to be performed and observed;

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, the parties hereto agree as follows:

### ARTICLE I

#### REPRESENTATIONS

Section 1.1. The Area School represents and warrants that:

(a) It is duly organized and validly existing under the laws of the State of Iowa (the "State").

(b) It is not in violation of any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder.

(c) It is empowered to enter into the transactions contemplated by this Agreement.

(d) It will do all things in its power required of it in order to maintain its existence through the term of this Agreement or in order to assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. The Employer represents and warrants that:

(a) It is duly and validly organized and is in good standing under the laws of the state of Iowa and is qualified to do business and is in good standing in the State.

(b) It has full power and authority to execute, deliver and perform this Agreement and all other instruments, if any, given by the Employer to secure its obligations hereunder and to enter into and carry out the transaction contemplated herein. Such execution, delivery and performance are not in contravention of law or Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Agreement has by proper action been duly authorized, executed and delivered by the Employer and all steps necessary have been taken to constitute this Agreement a valid and binding obligation of the Employer.

(c) There is no litigation or proceeding pending, or to the knowledge of the Employer threatened, against the Employer or any other person affecting in any manner whatsoever the right of the Employer to execute this Agreement or to otherwise comply with its obligations contained in this Agreement.

(d) The employees to be covered by this Agreement had not commenced work for the Employer as of the date of the execution of the Preliminary Industrial New Jobs Training Agreement between the Area School and the Employer (the "Preliminary Agreement"), and those employees are or will be employed in new jobs within the meaning of the Act in connection with the expansion of the Employer's business operations.

(e) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing or assembling products, conducting research and development, or providing services in interstate commerce, but excluding retail, health or professional services, all within the meaning of the Act.

(f) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to provide any airplane, skybox or other private luxury box, health club facility, facility primarily used for gambling or store the principal business of which is the sale of alcoholic beverages for consumption off premises.

(g) The Employer will not use any of the funds disbursed to the Employer from the proceeds of the Certificates directly or indirectly to finance the purchase of land, facilities or other depreciable property of the Employer or any other person, except the Area School.

(h) The Employer understands that this Agreement is entered into upon the expectation that the new jobs credit from withholding and the incremental property taxes (as defined in the Act), if any have been authorized by the local jurisdiction to fund training certificates for this project, to be provided from the new jobs to be created by the Employer as part of the Project and from the construction and/or remodeling of facilities where the new jobs are created will be in an amount sufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates. These expectations are based solely upon the Employer's projections, which have not been verified by the Area School and for which the Area School takes no responsibility. In the event that the funds generated by the new jobs credit from withholding and the incremental property taxes are insufficient to fund the Project, including the principal, premium, if any, and interest on the Certificates, the Employer understands that it will be financially responsible for any shortfall and that the Area School shall have no responsibility for such shortfall.

(i) Employer agrees that it shall provide all information requested by the College, the Iowa Department of Economic Development or the Iowa Department of Education for purposes of establishing a consistent and meaningful database to track aggregate wages of employees over time and evaluate the effectiveness of job training programs. Such information shall include the Social Security numbers of all individual employees for which withholding credit is claimed as a part of the Project. Such information shall be provided directly to the College or the Iowa Department of Education upon forms provided by the College or the Department of Economic Development.

(j) The Program Services are for the purpose of providing education and training services to persons to be employed as a part of the Project. The new jobs to be created as a result of the Project will be located at the site legally described on Exhibit "B" attached hereto.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES**

Section 2.1. As used herein, references to the "Project" shall include the program services (the "Program Services") and the on-the-job training program for the Employer described on Exhibit "A" attached hereto and incorporated herein by reference, as well as this Agreement and all activities of the Area School in connection herewith. Exhibit "A" shows the number of employees, areas of training, training period and other information

with respect to the Project, including the estimated costs of the Project. References herein to "Project Costs" include any costs incurred by the Area School in connection with the Project or authorized by the Area School as a part of the Project. Included as a part of Exhibit "A" and incorporated by reference is a copy of the proposed budget of the Area School and the Employer with respect to the Project. References herein to the "new jobs credit from withholding" shall mean the new jobs credit from withholding authorized in connection with the Project by Section 5 of the Act, and references herein to "incremental property taxes" shall mean the incremental property taxes authorized in connection with the Project by Section 4 of the Act.

Section 2.2. The Area School agrees to provide the Program Services if and to the extent that funds are available to pay the costs of the Program Services from the proceeds of the issuance of the Certificates or from the Employer. The Employer and the Area School will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out in Exhibit "A".

Section 2.3. The Employer agrees to pay or cause to be paid all necessary and incidental costs of the Project, including principal and interest on the Certificates. Such costs shall be paid from amounts in the Project Fund (as hereinafter defined) and from the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project, all as provided in the Act, or from funds of the Employer to the extent that such sources of payment are insufficient to pay all costs of the Project, including principal and interest on the Certificates.

Section 2.4. The term of this Agreement shall not exceed ten (10) years and shall coincide with the period of time over which the Certificates mature and the Project Costs are deferred; provided, however, that this Agreement, and the repayment obligations of the employer shall not terminate until the Certificates have been paid in full.

Section 2.5. The Area School may revise the training curriculum from time to time with the consent of the Employer: provided that no revision shall be made which would change the Project to other than the purposes permitted by the Act.

Section 2.6. The Certificates shall be issued pursuant to the Resolution. The Resolution shall set forth the aggregate principal amount of the Certificates, the rate at which the Certificates bear interest, the maturity of the Certificates, the provisions for redemption of the Certificates, and such other matter, including the security for the Certificates, as the Board of Directors of the Area School shall determine.

Section 2.7. The proceeds from the sale of the Certificates shall be paid to the Area School and deposited in a separate fund established by the Area School (the "Project Fund"). Pending disbursement, the proceeds deposited in the Project Fund, together with any investment earnings thereon, shall be subject to a lien in favor of the holders of the Certificates as provided in the Resolution and may be used for the payment of the principal, premium, if any, and interest on the Certificates. Amounts in the Project

Fund and interest earnings thereon shall be disbursed by the Area School for the payment of Project Costs approved by the Area School to the extent not used for the payment of the principal, premium, if any, and interest on the Certificates. The Employer shall not commit any funds in the Project Fund without the prior written approval of the Area School and shall have no right to receive any amounts in the Project Fund except as approved by the Area School.

Section 2.8. In the event that moneys in the Project Fund are not sufficient to pay all costs of the Project, the Employer will, nonetheless, pay all costs of the Project in excess of the moneys in the Project Fund in full from its own funds. If the Employer should pay any portion of such costs, it shall not be entitled to any reimbursement therefore from the Area School; nor shall it be entitled to any abatement, diminution or postponement of the payments required to satisfy the debt service requirements on the Certificates. The Employer will, however, be entitled, to the extent permitted by the Act, to reimbursement of any of its funds used for the payment of Project Costs from the Project Fund when a surplus is attained in the Project Fund and not needed to satisfy the debt service requirements on the Certificates.

Section 2.9. In the event that Certificates are not issued by the Area School, the Employer agrees to pay to the Area School an amount sufficient to reimburse the Area School for all reasonable and necessary expenses incurred by the Area School in connection with the Project, including but not limited to legal fees and any Project Costs incurred to provide training to employees in new jobs as part of the Project.

Section 2.10. Amounts received by the Area School from the new jobs credit from withholding and incremental property taxes with respect to the Project shall be deposited in a separate fund to be held by the Area School (the "Revenue Fund"). The Area School and the Employer agree that amounts in the Revenue Fund shall be pledged by the Area School for the payment of the principal, premium, if any, and interest on the Certificates in accordance with and subject to the provisions of the resolution. Any interest earnings on the Revenue Fund may be used for the payment of the principal, premium, if any, and interest on the Certificates or as otherwise determined by the Area School.

### **ARTICLE III**

#### **PAYMENTS AND SECURITY**

Section 3.1. Upon issuance of the Certificates, the Area School shall provide the Employer with a schedule showing the payments of the principal and interest on the Certificates, provided that the failure to provide such schedule to the Employer shall in no way diminish the liability of the Employer for the payments provided herein to be made by the Employer. In the event that the new jobs credit from withholding with respect to persons employed at the Project and the incremental property taxes produced by the expansion by the Employer as a part of the Project are insufficient for the payment of each payment of principal and interest on the Certificates on the date when due, the Employer shall make, or cause to be made, payments to the Area School in the amount

of any such deficiency not later than the date when such principal and interest are due on the Certificates.

In any event, the sum of all payments under this Agreement shall be sufficient to pay the total amount due with respect to such principal of and interest on the Certificates as and when due. The Employer shall not be entitled to any reimbursement for any payments made by it for purposes of paying principal and interest on the Certificates and shall not under any circumstances be entitled to any right of set-off with respect to payments due hereunder.

Section 3.2. The Employer shall make, or cause to be made, all payments required hereunder directly to the Area School at its principal office for application to the payment of the corresponding installments of principal, premium, if any, and interest on the Certificates.

Section 3.3. The obligations of the Employer to make payments shall be absolute and unconditional upon issuance of the Certificates, and the Employer shall make such payments without abatement, diminution or deduction regardless of any cause or circumstances whatsoever including, without limitation, any defense, set-off, recoupment or counterclaim which the Employer may have or assert against the Area School or any other person.

Section 3.4. To secure the payment by the Employer of the payments required hereunder and compliance by the Employer with all the terms, provisions and conditions hereof, the Employer agrees that the new jobs credit from withholding and the incremental property taxes shall be pledged for payment of the principal, premium, if any, and interest on the Certificates as provided by the resolution. The Employer further agrees that the payments required to be made by it hereunder are a lien upon the Employer's business property in the State of Iowa, including specifically the property described on Exhibit "B" attached hereto, until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to this lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties and consequences as for the nonpayment of ordinary taxes. The purchaser at any such tax sale shall obtain the property subject to the remaining payments.

## **ARTICLE IV**

### **EVENTS OF DEFAULT AND REMEDIES**

Section 4.1. Each of the following shall constitute an "event of default" hereunder:

(a) The Employer shall fail to make any payment required to be made by the Employer on or prior to the date on which such payment is due and payable and such failure continues for a period of five (5) business days thereafter.

(b) The Employer shall fail to observe and perform any other agreement, term or condition contained in this Agreement, if such failure continues for a period of thirty (30)



days after notice of such failure is given to the Employer by the Area School, or for such longer period as the Area School may agree to in writing;

provided, that if the failure is of such nature that it cannot be corrected within the applicable period, such failure shall not constitute an event of default so long as the Employer institutes curative action within the applicable period and diligently pursues such action to completion.

(c) The Employer shall (i) admit in writing its inability to pay its debts generally as they become due; (ii) have an order for relief entered in any case commenced by or against it under the federal bankruptcy laws, as now or hereafter in effect; (iii) commence a proceeding under any other federal or state bankruptcy, insolvency, reorganization or other similar law, or have such a proceeding commenced against it and either have an order of insolvency or reorganization entered against it or have the proceeding remain undismissed and unstayed for 90 days; (iv) make an assignment for the benefit of creditors; or (v) have a receiver or trustee appointed for it or for the whole or any substantial part of its property.

(d) Any representation or warranty made by the Employer herein or any statement in any report, certificate, financial statement or other instrument furnished in connection with this Agreement or in connection with the sale of the Certificates shall at any time prove to have been false or misleading in any material respect when made or given.

(e) The Employer shall cease operations at the Project Site.

Upon the happening of an event of default specified in (c) above, all obligations of the Employer hereunder shall be and become immediately due and payable, and upon the happening of any other event of default the Area School may declare all obligations of the Employer hereunder to be immediately due and payable by written notice to the Employer, and upon the giving of such notice such obligations shall be and become immediately due and payable without any further action by the Area School.

The declaration of an event of default under Subsection (c) above, and the exercise of remedies upon any such declaration shall be subject to any applicable limitations of federal bankruptcy law affecting or precluding such declaration or exercise during the pendency of or immediately following any bankruptcy, liquidation or reorganization proceedings.

Section 4.2. Whenever an event of default shall have happened and be continuing, the Area School may take whatever action at law or in equity may appear necessary or desirable to collect the payments due and other amounts then due and thereafter to become due under this Agreement, or to enforce performance and observance of any other obligation or agreement of the Employer under this Agreement. Notwithstanding the foregoing, the Area School shall not be obligated to take any step which in its opinion will or might cause it to expend time or money or otherwise incur

liability unless and until a satisfactory indemnity bond has been furnished to the Area School at no cost or expense to the Area School. Any amounts collected as payments or applicable to payments and any other amounts which would be applicable to payment of principal and premium, if any, and interest on the Certificates collected pursuant to action taken under this Section shall be paid to the holders of the Certificates for application to such payment.

Section 4.3. No remedy conferred upon or reserved to the Area School by this Agreement is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Area School to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 4.4. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

## **ARTICLE V**

### **MISCELLANEOUS**

Section 5.1. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate notice address as follows:

If to the Area School: Robert Denson, President  
Des Moines Area Community College  
2006 S. Ankeny Blvd.  
Ankeny, Iowa 50023

If to the Employer: Dee Oviat  
Manager Global Talent Development  
Pioneer Hi-Bred International Inc.  
7100 NW 62<sup>nd</sup> Ave.  
Johnston, Iowa 50131

Employer and the Area School may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent.

Section 5.2. All covenants, stipulations, obligations and agreements of the Area School contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Area School or the Board of Directors of the Area School other than in his official capacity. Neither the members of the Board of Directors of the Area School nor any official of the Area School executing the Certificates shall be liable personally on the Certificates or be subject to any personal liability or accountability by reason of the issuance thereof or by reason of the covenants, stipulations, obligations or agreements of the Area School contained in this Agreement, the Resolution or the Certificates.

Section 5.3. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Area School, the Employer and their respective permitted successors and assigns provided that this Agreement may not be assigned by the Employer and may not be assigned by the Area School except as may be necessary to enforce or secure payment of the principal, premium, if any, and interest on the Certificates.

Section 5.4. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 5.5. If any provision of this Agreement, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken hereunder or any application hereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into or taken hereunder, or any other application hereof, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall such illegality or invalidity or any application hereof affect any legal and valid application hereof, and each such provision, covenant, stipulation, obligation, agreement, act or action, or part shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 5.6. This Agreement shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

Section 5.7. The Area School agrees to use its best efforts to sell and issue the Certificates and the Employer agrees that it will cooperate with the Area School to provide any necessary financial information in connection with the sale of the Certificates. It is understood and agreed that if the Certificates are not marketed and, in the sole discretion of the Area School, are not marketable within a reasonable time, this Agreement and the Project shall be terminated. In such event, the Employer shall

continue to be liable for Project Costs previously incurred as provided in Section 2.9 hereof.

Section 5.8. The Employer agrees to keep its business property where the Project will be located continuously insured, in an amount at least equal to the total amount of the Certificates outstanding, against loss or damage by fire, lightning, such other perils as are covered by standard "extended coverage" endorsements, vandalism and malicious mischief and containing customary loss deductible provisions. If loss or damage occurs and the Employer determines not to rebuild or restore its business property to its former condition, the Employer agrees to cause the insurance proceeds to be applied to the payment of principal and interest on the Certificates.

Section 5.9. Employer agrees to indemnify and hold harmless the Area School from and against any and all claims, demands, liabilities, losses, costs and expenses asserted against the Area School by any third party or any employee, agent or subcontractor of the Employer, including reasonable costs, collection expenses, attorney's fees, and court costs which may arise because of any act of omission or commission, negligence, misconduct or other fault of Employer or Employer's employees, agents or subcontractors, associated directly or indirectly with this Agreement. This provision shall survive termination of this Agreement.

Section 5.10. This Agreement shall supplement the Preliminary Agreement which, except as modified herein, is hereby ratified and confirmed and together this Agreement and the Preliminary Agreement shall constitute one agreement between the Employer and the Area School with respect to the Project. Except for the Preliminary Agreement, the entire agreement of the parties is contained in this document and any certificates of the parties given in connection herewith. Oral or written statements which are not contained herein or in such certificates are hereby rendered null, void and of no effect.

## **ARTICLE VI**

### **SUPPLEMENTAL NEW JOBS CREDIT FROM WITHHOLDING**

☒ Check here if this Article is to be a part of this Agreement; if the box is not checked, this Article shall be disregarded.

Section 6.1. The Employer and the Area School agree to a supplemental new jobs credit from withholding (the "Supplemental New Jobs Credit from Withholding") in accordance with Section 15A.7 of the Code of Iowa, as amended. The Supplemental New Jobs Credit from Withholding shall be used to fund the additional project described on Exhibit "A" attached hereto (the "Additional Project"). Exhibit A also sets forth the jobs to which the Supplemental New Jobs Credit from Withholding shall apply. The Supplemental New Jobs Credit from Withholding shall be in an amount equal to one and one-half percent of the gross wages paid for such jobs by the

Employer pursuant to Section 422.16 of the Code of Iowa, as amended, and such amount is authorized to fund the Program Services described on Exhibit "A" attached hereto for the Additional Project.

Section 6.2. The Supplemental New Jobs Credit from Withholding shall be collected, accounted for, and may be pledged by the Area School in the same manner as described in Section 260E.5 of the Code of Iowa, as amended.

Section 6.3. The Additional Project to be funded from the Supplemental New Jobs Credit from Withholding shall be administered in the same manner as a project under the Act.

Section 6.4. The Employer agrees to pay wages for the jobs for which the Supplemental New Jobs Credit from Withholding is taken of at least the average county wage or average regional wage, whichever is lower, as compiled annually by the Iowa Department of Economic Development for the community economic betterment program. The average regional wage shall be based on the service delivery areas set forth in Section 84B.2 of the Code of Iowa, as amended. Eligibility for the Supplemental New Jobs Credit from Withholding shall be based solely on a one-time determination of starting wages by the Area School.

Section 6.5. In order to provide funds for the payment of the costs of the Additional Project, the Area School may borrow money, issue and sell certificates, and secure the payment of the certificates in the same manner as described in Section 260E.6 of the Code of Iowa, as amended, including, but not limited to, providing the assessment of an annual levy as described in Section 260E.6, subsection 4. The Additional Program and the Supplemental New Jobs Credit from Withholding are in addition to, and not in lieu of, the program and credit authorized in the Act.

Section 6.6. All other provisions of this Agreement, including specifically the provisions of Article III hereof with respect to payments by the Employer and security for the Employer's obligations, shall apply to the Additional Program, the Supplemental New Jobs Credit from Withholding, and the certificates to be issued to provide the funding for the Additional Program.

IN WITNESS WHEREOF, the Area School and the Employer have caused this Agreement to be duly executed in their respective names by their duly authorized officers, all as of the date hereinabove written.

[END OF TEXT]

↓ EMPLOYER ↓

Pioneer Hi-Bred International Inc.

[Printed Name of Employer]

[Federal I.D. #] 51-0391677

By:

[Printed Name] Thomas Hall

[Printed Title] Director Talent Mgmt.

Email address Tom.Hall@Pioneer.com

Date: Dec 14, 2007

ATTEST:

By: Marti Carlson

[Printed Name] Marti Carlson

[Printed Title] Brand Identity Specialist

State of Iowa

County of Polk :ss

On this date: Dec 14, 2007

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Tom Hall

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Director Talent Mgmt.

of the above named Employer, a corporation organized in the State of Iowa;

that the foregoing instrument was signed on behalf of said Employer by authority of its Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] December 14, 2007

[SEAL]

Carol J. McClain

Notary Public In and For Said County and State

[Printed Name] Carol J. McClain

Commission Expires [Date] 7/5/08

↓ DMACC ↓

DES MOINES AREA COMMUNITY COLLEGE

By:

[Printed Name] Joe Pugh

[Printed Title] Board President

Date: Feb 11, 2008

ATTEST:

By:

[Printed Name]

[Printed Title]

State of Iowa

County of Polk :ss

On this date: Feb 11, 2008

before me, a Notary Public in and for the above specified County and State, personally appeared

[Name] Joe Pugh

to me personally known, who, being by me duly sworn upon oath, did say that he or she is the

[Title] Board President

of Des Moines Area Community College, Ankeny Iowa; that the foregoing instrument was signed on behalf of Des Moines Area Community College by authority of the Board of Directors; and acknowledged the execution of said instrument to be the voluntary act and deed of said Officer by him or her voluntarily executed.

Given under my hand and seal this date:

[Date] Feb 11, 2008

[SEAL]



CAROLYN D. FARLOW  
COMMISSION NO. 189852  
MY COMMISSION EXPIRES  
APRIL 23, 2009

Notary Public In and For Said County and State

[Printed Name] Carolyn D. Farlow

Commission Expires [Date] 4/23/09

## **EXHIBIT "A"**

### **DESCRIPTION OF THE PROJECT**

(See attached training plan)

## **EXHIBIT "B"**

### **LEGAL DESCRIPTION OF PROJECT SITE**

#### **Jo14 Legal Description**

West 655 Feet East 885 Feet South 848 Feet les .49 acres Road SE Quarter Section 2 Township 79 Range 25 consisting of 12.42 acres.

#### **JO15 Legal Description**

Except North 67 Feet South 100 Feet East 450 Feet West 600 Feet and except West 655 Feet East 855 Feet South 848 Feet and except 1.51 acres Road SE Quarter Section 2 Township 49 Range 25, consisting of 145.050 acres.

### **DESCRIPTION OF PERSONAL PROPERTY**



Exhibit A

**TRAINING PLAN  
AND  
BUDGET  
FOR  
Pioneer Hi-Bred International, Inc.  
PROJECT #5**

**Prepared By:  
Larry Grubisich  
Executive Director  
DMACC Business Resources  
Des Moines Area Community College**

**INTRODUCTION**  
**Pioneer Hi-Bred International Inc.**  
**PROJECT # 5**

**COMPANY BACKGROUND**

Pioneer Hi-Bred International Inc. was founded by Henry A. Wallace and a group of Des Moines businessmen. It was originally named "Hi-Bred Corn Company", until the mid 1930's. The name was changed to "Pioneer Hi-Bred Corn Company" to distinguish it from its competitors. The company has approximately 43% of the market share for corn seed.

Pioneer has led the industry in innovation of hybrid seed technology, and is a worldwide leader in agriculture biotechnology. The company's business values and philosophy toward customer and employees, along with their commitment to creating value, has enabled Pioneer to achieve an unprecedented success in the development and delivery of seed products to the marketplace. In 1998, Pioneer Hi-Bred International entered into their first 260E project.

**LOCATION OF PROJECT**

Worldwide headquarters are located at 7100 NW 62<sup>nd</sup> Ave., Johnston, Iowa 50131

**BASE HEAD COUNT**

2063

**NUMBER OF NEW POSITIONS**

194

**PREVIOUS PROJECTS**

Project # 1 concluded in 2002  
Project # 2 concluded in 2004  
Project # 3 concluded in 2007  
Project # 4 is still in effect.

**SUPPLEMENTAL INFORMATION**

**173 of the 194 new positions exceed the average regional wage of \$14.98 per hour.**

**PRELIMINARY DATE**

April 1, 2007

**PROJECT END DATE**

April 1, 2010

**List of Positions**

**Pioneer Hi-Bred International, Inc.**

**Project # 5**

**Note: \* indicated those positions that qualify for the 11/2% supplemental withholding tax diversion. 171 positions of the 192 new positions qualify for this diversion.**

**Benefits include: paid vacation/leave time, 401(k), retirement plan, health insurance, dental and eye insurance, life insurance with a supplemental option, and a reward program based on performance and profits.**

Title	City	Department	StartDate	Salary/ Wage
Research Associate	Algona	Research- Maize Product Development	4/1/07	45,036 *
Research Scientist	Johnston	Research- Trait Discovery	4/1/07	75,000 *
Research Scientist	Johnston	Research- Trait Technologies	4/1/07	82,200 *
Research Scientist	Johnston	Research- Crop Product Development	4/1/07	88,104 *
Research Associate	Johnston	Research- Trait Discovery	4/2/07	47,100 *
Research Scientist	Johnston	Research- Crop Product Development	4/2/07	79,200 *
Research Assistant	Johnston	Research- Maize Product Development	4/9/07	30,014
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	4/9/07	38,244 *
Crop Development Support Consultant	Johnston	Information Management- Field Research	4/9/07	57,996 *
Research Associate	Johnston	Research- Maize Product Development	4/9/07	49,152 *
Research Scientist - Statistician	Johnston, Iowa	Research- Regulatory	4/16/07	72,444 *
Research Assistant	Johnston	Research- Maize Product Development	4/30/07	26,000
Research Assistant	Algona	Research- Maize Product Development	4/30/07	32,760 *
Research Assistant	Algona	Research- Maize Product Development	4/30/07	30,014
Research Assistant	Johnston	Research- Regulatory	5/1/07	40,082 *
Research Associate - Document Specialist	Johnston	Research- Regulatory	5/1/07	44,580 *
Research Associate	Dallas Center	Research- Maize Product Development	5/1/07	45,564 *
Senior Business Development Analyst	Des Moines	Finance- Business Development	5/1/07	55,008 *
Senior Research Associate	Johnston	Research- Maize Product Development	5/1/07	59,496 *

<b>Title</b>	<b>City</b>	<b>Department</b>	<b>StartDate</b>	<b>Salary/ Wage</b>
Senior Research Associate - Toxicology	Johnston	Research- Regulatory	5/1/07	52,380 *
Research Assistant	Johnston	Research- Maize Product Development	5/7/07	28,059
Management Assistant	Hedrick	Supply Management- Supply Operations North America Other Crops	5/7/07	42,504 *
Research Associate - Protein Analysis	Johnston	Research- Regulatory	5/7/07	43,032 *
Research Associate - Protein Analysis	Johnston	Research- Regulatory	5/7/07	46,572 *
Research Assistant	Johnston	Research- Maize Product Development	5/14/07	28,496
Research Assistant	Dallas Center	Research- Trait Technologies	5/14/07	25,792
Research Associate	Johnston	Research- Trait Technologies	5/14/07	40,896 *
Research Associate	Dallas Center	Research- Crop Product Development	5/14/07	40,620 *
Research Associate	Dallas Center	Research- Maize Product Development	5/14/07	45,558 *
Research Associate	Dallas Center	Research- Maize Product Development	5/14/07	48,084 *
Research Associate	Johnston	Research- Trait Discovery	5/14/07	48,120 *
Research Scientist - Soybean	Algona	Research- Crop Product Development	5/14/07	80,004 *
Research Associate - Technical Writer	Johnston, Iowa	Research- Regulatory	5/15/07	44,112 *
SAP Apprentice for Supply Processes	Johnston	Information Management- Services	5/15/07	60,336 *
SAP Apprentice for Sales and Distribution	Johnston	Information Management- Services	5/15/07	61,452 *
SAP Apprentice for Sales and Distribution	Johnston	Information Management- Services	5/15/07	73,560 *

Title	City	Department	StartDate	Salary/ Wage
Account Manager - Iowa - Western Sales Market	Southeast Iowa - Oskaloosa area	Sales & Marketing- North American Sales	5/20/07	81,000 *
Account Manager - Iowa - Western Sales Market	Southwest Iowa - Winterset area	Sales & Marketing- North American Sales	5/20/07	81,000 *
Research Associate	Johnston	Research- Maize Product Development	5/21/07	49,104 *
Research Associate	Johnston	Research- Maize Product Development	5/21/07	48,084 *
Research Scientist	Johnston, IA or Wilmington, DE	Research- Trait Technologies	5/21/07	75,000 *
Research Scientist	Johnston	Research- Trait Discovery	5/29/07	81,000 *
Research Associate - Ecotoxicology Support	Johnston, Iowa	Research- Regulatory	6/1/07	43,032 *
Sales Promoter - Iowa - Western Sales Market	North Central, Iowa covering Winnebago and Hancock Counties	Sales & Marketing- North American Sales	6/1/07	46,800 *
Limited-Term Senior Research Associate	Johnston	Research- Trait Discovery	6/1/07	60,000 *
Senior Research Associate	Algona	Research- Maize Product Development	6/1/07	65,004 *
Research Scientist	Johnston	Research- Maize Product Development	6/1/07	77,400 *
Research Scientist	Algona	Research- Maize Product Development	6/1/07	86,856 *
Senior Research Associate	Johnston	Research- Trait Technologies	6/4/07	53,880 *
Senior Research Associate	Johnston, IA	Research- Maize Product Development	6/4/07	70,308 *
Account Manager - Iowa - Western Sales Market	North Central Iowa - Algona area	Sales & Marketing- North American Sales	6/4/07	80,004 *
Account Manager - Iowa - Western Sales Market	Northeast Iowa: Waterloo / Cedar Falls area	Sales & Marketing- North American Sales	6/11/07	78,000 *

Title	City	Department	StartDate	Salary/ Wage
Account Manager - Iowa - Western Sales Market	Northeast Iowa: Beuna Vista and Pocahantas counties	Sales & Marketing- North American Sales	6/11/07	80,004 *
Account Manager - Northwest Iowa - Western Sales Market	Northwest Iowa - Carroll, Audobon, and Western Guthrie County	Sales & Marketing- North American Sales	6/11/07	87,000 *
Maize Product Development Support Consultant	Johnston	Information Management- Field Research	6/12/07	60,000 *
Management Assistant	Waterloo	Supply Management- Supply Operations North America Other Crops	6/18/07	46,008 *
Sales Operations Analyst	Johnston	Sales & Marketing- Operations	6/18/07	60,000 *
Sales Operations Analyst	Johnston	Sales & Marketing- Operations	6/20/07	55,992 *
Maize Product Development Support Consultant	Johnston	Information Management- Field Research	6/25/07	51,000 *
Maize Product Development Support Consultant	Johnston	Information Management- Field Research	7/1/07	51,000 *
Account Manager - Iowa - Western Sales Market	Eastern Iowa - Manchester, Dyersville, Dubuque	Sales & Marketing- North American Sales	7/1/07	92,496 *
Sr. Marketing Manager, MarketPoint Development	Johnston	Sales & Marketing- North American Sales	7/1/07	123,000 *
Process Improvement Analyst - Soybean	Johnston	Research- Crop Product Development	7/2/07	45,074 *
Account Manager - Northwest Iowa - Western Sales Market	Northwest Iowa - Carroll, Audobon, and Western Guthrie County	Sales & Marketing- North American Sales	7/2/07	87,000 *



Title	City	Department	StartDate	Salary/ Wage
Account Manager - Northwest Iowa - Western Sales Market	Northwest Iowa - Carroll, Audobon, and Western Guthrie County	Sales & Marketing- North American Sales	7/2/07	80,004 *
Research Associate - Technical Writer	Johnston, Iowa	Research- Regulatory	7/9/07	44,640 *
Research Associate - Technical Writer	Johnston, Iowa	Research- Regulatory	7/9/07	40,824 *
Sales Operations Analyst	Johnston	Sales & Marketing- Operations	7/9/07	54,000 *
Research Scientist - Study Director	Johnston	Research- Regulatory	7/9/07	84,384 *
Key Account Manager - Biofuels	Johnston	Sales & Marketing- North American Sales	7/9/07	90,180 *
Research Associate - Technical Writer	Johnston, Iowa	Research- Regulatory	7/16/07	40,824 *
Administrative Coordinator	Johnston	Research- Maize Product Development	7/23/07	45,614 *
Research Associate	Johnston	Research- Trait Discovery	7/23/07	39,900 *
Research Associate - Technical Writer	Johnston, Iowa	Research- Regulatory	7/23/07	43,176 *
Senior Research Associate	Johnston	Research- Trait Discovery	7/23/07	54,840 *
Senior Research Associate - Regulatory Product Specialist	Johnston	Research- Regulatory	7/23/07	52,380 *
Sr. Key Accounts Analyst	Johnston, IA	Sales & Marketing- North American Sales	7/23/07	59,100 *
Sales Associate (Promoter) - Iowa - Western Sales Market	Estherville, Iowa - North Central Iowa	Sales & Marketing- North American Sales	7/30/07	50,004 *
Research Assistant	Algona	Research- Maize Product Development	8/1/07	33,280 *
Management Assistant	Algona	Supply Management- Supply Operations North America Corn	8/1/07	45,480 *
Research Associate - Instrument Technician	Urbandale	Research- Maize Product Development	8/1/07	42,240 *

Title	City	Department	StartDate	Salary/ Wage
Research Associate	Johnston	Research- Trait Discovery	8/1/07	50,400 *
Area Agronomist - Southwest Iowa - Western Sales Market	Southwest Iowa	Sales & Marketing- North American Sales	8/1/07	84,000 *
Production Technician II	Johnston	Supply Management- Supply Operations North America Corn	8/6/07	33,072 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	8/6/07	38,244 *
Research Scientist - Nutritionist	Johnston, Iowa	Research- Regulatory	8/6/07	80,964 *
Research Scientist	Johnston	Research- Trait Discovery	8/10/07	76,308 *
Production Technician II	Johnston	Supply Management- Supply Operations North America Corn	8/13/07	33,280 *
Production Technician II	Mt. Pleasant	Supply Management- Supply Operations North America Corn	8/13/07	31,200 *
Research Associate	Johnston	Research- Trait Discovery	8/15/07	46,560 *
Production Technician III	Johnston	Supply Management- Supply Operations North America Corn	8/20/07	35,360 *
Crop Insurance Specialist	Johnston	Supply Management- Supply Support & Administration	8/20/07	45,032 *
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	8/27/07	30,160
Sales Associate (Promoter) - Iowa - Western Sales Market	Fayette county - Northeast Iowa	Sales & Marketing- North American Sales	9/1/07	47,004 *
Research Scientist - Study Director	Johnston	Research- Regulatory	9/1/07	80,112 *
Research Scientist	Johnston	Research- Maize Product Development	9/1/07	93,000 *
Research Scientist - Study Director	Johnston	Research- Regulatory	9/1/07	95,496 *
Sales Associate (Promoter) - Iowa - Western Sales Market	Sioux City to Missouri Valley	Sales & Marketing- North American Sales	9/7/07	69,996 *

Title	City	Department	StartDate	Salary/ Wage
Total Rewards Analyst	Johnston	Human Resources- Total Rewards	9/10/07	60,000 *
Sales Associate (Promoter) - Iowa - Western Sales Market	Southeast Iowa	Sales & Marketing- North American Sales	9/18/07	50,004 *
Sales Associate (Promoter) - Southwest Iowa - Western Sales Market	Southwest Iowa	Sales & Marketing- North American Sales	9/20/07	50,004 *
Production Technician II	Mt. Pleasant	Supply Management- Supply Operations North America Corn	10/1/07	31,200 *
Production Technician II	Mt. Pleasant	Supply Management- Supply Operations North America Corn	10/1/07	31,200 *
Supply Management ISO 9000 Document Controller	Johnston	Supply Management- Supply Planning & Logistics	10/1/07	34,112 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/1/07	49,462 *
User Services Consultant	Johnston	Information Management- Services	10/1/07	47,280 *
Sales Associate (Promoter) - Iowa - Western Sales Market	Southeast Iowa	Sales & Marketing- North American Sales	10/1/07	50,004 *
Application Staff Specialist	Johnston	Information Management- Bioinformatics & Lab Systems	10/1/07	87,000 *
Research Scientist - Toxicology	Johnston	Research- Regulatory	10/1/07	75,852 *
Research Scientist - Study Director	Johnston	Research- Regulatory	10/1/07	102,960 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,810 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,810 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,800 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,800 *

Title	City	Department	StartDate	Salary/ Wage
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,800 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,810 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,800 *
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	10/2/07	40,800 *
Marketing Analyst	Johnston	Sales & Marketing- Operational Marketing	11/1/07	70,260 *
Senior Research Associate - Nutritionist	Johnston	Research- Regulatory	11/1/07	57,900 *
Sales Associate (Promoter) - Iowa - Western Sales Market	Central Iowa	Sales & Marketing- North American Sales	11/5/07	50,004 *
Research Scientist - Entomologist	Johnston, Iowa	Research- Regulatory	11/5/07	74,520 *
Production Technician II	Durant, Iowa	Supply Management- Supply Operations North America Corn	11/12/07	33,696 *
Production Technician II	Algona	Supply Management- Supply Operations North America Corn	11/12/07	30,160
Process Specialist - Customer & Sales Services	Johnston, IA	Sales & Marketing- Operations	11/12/07	40,800 *
Production Technician III	Durant, Iowa	Supply Management- Supply Operations North America Corn	11/17/07	34,840 *
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160

Title	City	Department	StartDate	Salary/ Wage
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160
Production Technician II	Reinbeck	Supply Management- Supply Operations North America Corn	11/19/07	30,160
International Agronomy Information Specialist	Johnston	International Operations	12/13/07	80,004 *
Production Technician II	Durant, Iowa	Supply Management- Supply Operations North America Corn	12/17/07	32,760 *
Production Technician III	Durant, Iowa	Supply Management- Supply Operations North America Corn	12/17/07	34,320 *
Research Associate - Soybean	Dallas Center	Research- Crop Product Development	12/17/07	49,008 *
Management Assistant	Hedrick	Supply Management- Supply Operations North America Other Crops	12/31/07	42,504 *
Research Assistant	Dallas Center	Research- Crop Product Development	1/2/08	31,408 *
Application Staff Specialist	Johnston	Information Management- Bioinformatics & Lab Systems	1/2/08	80,004 *
Research Scientist	Marion	Research- Maize Product Development	5/1/08	90,000 *
Management Assistant - TIS	Johnston	Supply Management- Technology Integration Services	6/2/08	62,004 *
Process Lead	Johnston	Sales & Marketing- North American Sales	5/14/09	50,700 *

Title	City	Department	StartDate	Salary/ Wage
Research Assistant	Urbandale	Research- Maize Product Development	4/9/07	24,960
Research Associate	Johnston	Research- Crop Product Development	4/23/07	39,888 *
Seed Production Coordinator	Hedrick	Supply Management- Supply Operations North America Other Crops	4/30/07	41,600 *
Research Assistant	Urbandale	Research- Maize Product Development	5/7/07	27,040
Research Assistant	Dallas Center	Research- Crop Product Development	5/7/07	27,040
Talent Acquisition Specialist	Des Moines	Human Resources- Talent Management	5/7/07	41,600 *
Talent Acquisition Specialist	Des Moines	Human Resources- Talent Management	5/14/07	42,000 *
Senior Web Systems Administrator	Johnston	Information Management- Services	5/21/07	82,596 *
Administrative Assistant	Johnston	International Operations	5/29/07	36,005 *
Research Assistant	Urbandale	Research- Maize Product Development	6/1/07	24,960
Research Associate	Johnston	Research- Trait Technologies	6/1/07	46,560 *
Senior Research Associate	Johnston	Research- Maize Product Development	6/4/07	65,004 *
Senior Research Associate	Johnston	Research- Trait Technologies	6/6/07	54,840 *
Business Analyst	Johnston	Information Management - North America Operations	6/25/07	65,004 *
Senior Application Developer	Johnston	Information Management- Services	7/1/07	75,504 *
Information Management Leader - Analyst / Project Manager	Johnston	Information Management- Bioinformatics & Lab Systems	7/1/07	78,000 *
Business Analyst	Johnston	Information Management - North America Operations	7/5/07	71,004 *

<b>Title</b>	<b>City</b>	<b>Department</b>	<b>StartDate</b>	<b>Salary/ Wage</b>
Business Analyst/Sr. Application Developer	Johnston	Information Management - North America Operations	7/9/07	61,248 *
Senior Systems Administrator	Johnston	Information Management-Services	7/9/07	78,000 *
Business Analyst	Johnston	Information Management - North America Operations	7/16/07	71,004 *
Senior Research Associate	Dallas Center	Research- Trait Technologies	7/16/07	54,552 *
Senior Research Associate	Johnston	Research- Maize Product Development	7/16/07	76,368 *
Sr. Automation Developer	Johnston	Information Management-Bioinformatics & Lab Systems	7/16/07	66,996 *
Production Technician II	Hedrick	Supply Management- Supply Operations North America Other Crops	8/6/07	29,640
Sr. Automation Developer	Johnston	Information Management-Bioinformatics & Lab Systems	8/6/07	68,508 *
Application Developer	Johnston	Information Management-Services	8/10/07	60,000 *
Part-time Production Technician II	Cherokee	Supply Management- Supply Operations North America Other Crops	8/13/07	28,184
Production Technician II	Cherokee	Supply Management- Supply Operations North America Other Crops	8/13/07	28,184
Research Associate	Johnston	Research- Trait Technologies	8/15/07	39,900 *
Research Associate - Greenhouse/Field Support	Johnston	Research- Regulatory	8/20/07	47,076 *
Research Associate	Johnston	Research- Maize Product Development	8/27/07	43,032 *
Senior Application Developer	Johnston	Information Management-Services	8/27/07	72,000 *

Title	City	Department	StartDate	Salary/ Wage
Permit Specialist	Johnston	Biotech Affairs & Business Support- Compliance & Stewardship	9/1/07	45,600 *
Research Associate - Project Management Specialist	Johnston, IA	Research- Regulatory	9/1/07	52,140 *
Senior Research Associate	Dallas Center	Research- Trait Technologies	9/1/07	58,920 *
Research Associate	Johnston	Research- Maize Product Development	9/17/07	46,716 *
Research Associate - Protein Analysis	Johnston	Research- Regulatory	9/17/07	50,640 *
Regional Human Resources Manager, Latin America	Johnston	Human Resources- Consulting	9/24/07	68,640 *
Research Associate - Sample Processing	Johnston	Research- Regulatory	10/1/07	39,888 *
Research Associate - Sample Processing	Johnston	Research- Regulatory	10/1/07	39,888 *
Control Systems Engineer	Johnston	Supply Management- Technology Integration Services	10/8/07	70,008 *
Control Systems Engineer	Johnston	Supply Management- Technology Integration Services	10/29/07	83,004 *
Research Associate - Protein Analysis	Johnston	Research- Regulatory	11/5/07	46,260 *
Control Systems Engineer	Johnston	Supply Management- Technology Integration Services	11/5/07	86,004 *
Electrical Engineer	Johnston	Supply Management- Technology Integration Services	11/5/07	86,004 *
Senior Research Associate	Johnston	Research- Trait Discovery	11/19/07	52,380 *
Business Analyst	Des Moines	Information Management - North America Operations	11/26/07	67,500 *



<b>Title</b>	<b>City</b>	<b>Department</b>	<b>StartDate</b>	<b>Salary/ Wage</b>
IM Leader	Johnston	Information Management - North America Operations	12/1/07	80,004 *
Application Developer	Johnston	Information Management- Services	12/10/07	52,800 *
Senior Application Developer	Johnston	Information Management- Services	1/1/08	60,144 *
Application Developer	Johnston	Information Management- Services	1/21/08	51,000 *
Senior Application Developer	Johnston	Information Management- Services	6/1/08	62,400 *

## NEW POSITIONS:

COMPANY: Pioneer Hi-Bred International

## TRAINING PLAN

PROJECT #5

TRAINING FUND: \$1,605,952

DMACC FEE V:

AVAILABLE TRAINING: \$1,605,952

## BUDGET CATEGORY

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>1. Targeted and other Career Development</b> * One of Pioneer's identified objectives is to build the future workforce by helping each employee create a career development plan based on personal interests and aligned with current and future business goals.	* Introduction of leadership competencies.  * Create a career planning process for the organization.	* Sessions will be offered to supervisors first, then the people who report to those supervisors.  * Sessions will be held approximately twice a month and conducted by internal trainers.  * Introduce TD refresher session.  * This could also include certification of new facilitators.	\$300,000.00	\$100,000.00			\$200,000.00
<b>2. Compliance Training</b> * Pioneer conducts compliance training for new employees. Topics include, but are not limited to: Sexual Harassment Prevention, Driver Education, I-9 Training, Sarbanes-Oxley Ethics Training, and Computer Security Training.	* This will enable employees and supervisors necessary information so that they will be better equipped to enter the workforce and understand Pioneer's philosophy as well as their policies and procedures.	* This training is internal and will be ongoing as people are hired within the organization.	\$300,000.00	\$100,000.00			\$200,000.00
<b>3. Technical Training</b> * There is a need for employees to have some specific technical courses to give them the tools to be successful in their jobs. Topics include: Desktop Productivity, Experimental Design, Scientific Training, or Statistical Analysis.	* These courses will help new employees to learn their specific jobs at Pioneer. Classes will vary depending on the individuals and the position they are filling.	* These courses are offered internally on an as needed basis.	\$300,000.00	\$100,000.00			\$200,000.00
<b>TOTAL</b>			<b>\$900,000.00</b>	<b>\$300,000.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$600,000.00</b>

## TRAINING PLAN

PAGE 2

**COMPANY:** Pioneer Hi-Bred International

## PROJECT #5

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
		Balance Brought Forward	\$900,000.00	\$300,000.00	\$0.00	\$0.00	\$600,000.00
<b>4. Employee/Team Development</b> * Pioneer employees have a diversity of training needs. Topics include: Communications Skills, Behavioral Profiles, Time Management, Teambuilding, Giving and Receiving Feedback, Decision Making/Problem Solving, Negotiations, Project Management and Efficacious Training.	* By taking these type of courses, Pioneer employees will develop and utilize the skills needed to be productive and successful in their jobs.	* These courses could be offered by DMACC as well as internally by Pioneer trainers on an as needed basis.  8 This could also include trainer certification.	\$302,976.00	\$100,000.00			\$202,976.00
<b>SUPERVISORY TRAINING</b> <b>1. Tactics of Supervision</b> * New Pioneer supervisors need a familiarity with the basic tactics of being a supervisor. These courses are designed for the new supervisors.	* By going through this coursework, it will give new supervisors an understanding of basic supervisory skills.	* These courses will be delivered with a blended approach of classroom delivery as well as some form of online learning.	\$90,000.00		\$90,000.00		
<b>2. Leadership Strategies</b> * There is a need to take middle level managers through a higher level of supervisory training. These sessions will be a more in depth approach to managing people.	* Managers and supervisors attending these courses will develop enhanced skills for managing people as well as projects. It will be designed for middle level management.	* These courses will be delivered with a blended approach of classroom delivery as well as some form of online learning or satellite communications.  * This could also include trainer certification.	\$90,000.00		\$90,000.00		
		<b>TOTAL</b>	<b>\$1,382,976.00</b>	<b>\$400,000.00</b>	<b>\$180,000.00</b>	<b>\$0.00</b>	<b>\$802,976.00</b>

## TRAINING PLAN

PAGE 3

**COMPANY:** Pioneer Hi-Bred International

## PROJECT #5

IDENTIFIED NEEDS AND EXPLANATION	ANTICIPATED PROJECT OUTCOMES	IMPLEMENTATION PLAN	TOTAL COST	JOB SKILL I	SUPERVISORY TRAINING II	TRAINING MATERIALS III	OJT V
<b>3. Technical Leadership Development Workshop</b> * Mid-level managers are required to go through this corporate training program to assist them in all aspects of mid-level management.  <b>Materials</b> * Pioneer has identified a need to have a centralized library of loaner resources for both supervisors and employees. This library will include training videos, books and other resources for employees to be more effective in their jobs.	* Mid-level managers will be taught how to effectively coach and mentor employees, as well as other aspects of higher level management in the organization.  * This library will serve as a resource for all employees to learn new skills in order to be more effective in their positions.	Balance Brought Forward   * This training is a DuPont corporate program. Managers will be sent to Delaware for this training.   * Pioneer will research to find the most effective materials to help employees. Once purchased, the items will be in a centralized location for checkout.	\$1,382,976.00   \$70,000.00   \$152,976.00	\$400,000.00	\$180,000.00   \$70,000.00	\$0.00   \$152,976.00	\$802,976.00
		<b>TOTAL</b>	<b>\$1,605,952.00</b>	<b>\$400,000.00</b>	<b>\$250,000.00</b>	<b>\$152,976.00</b>	<b>\$802,976.00</b>

**TRAINING BUDGET  
FOR  
Pioneer Hi-Bred International Inc.  
PROJECT #5**

The training fund is generated by a credit to new jobs withholding taxes under the provision of HF 623, Iowa Code 260E, and through the supplemental New jobs Credit from Withholding (section 15.S.7 of the Iowa Code, as amended).

The training plan details the specific allocation of the training funds in this budget.

<b>I.</b>	<b>JOB SKILL TRAINING</b>	<b>\$400,000</b>
	Targeted and Career Development	
	Compliance Training	
	Technical Training	
	Employee/Team Development	
<b>II.</b>	<b>SUPERVISORY SKILLS</b>	<b>\$250,000</b>
	Tactics of Supervision	
	Leadership Strategies	
	TLDW--Technical Leadership Development Workshop	
<b>III.</b>	<b>TRAINING MATERIALS</b>	<b>\$152,976</b>
<b>IV.</b>	<b>DMACC FEE</b>	<b>\$</b>
<b>V.</b>	<b>ON THE JOB TRAINING</b>	<b>\$802,976</b>
	<b>TOTAL TRAINING BUDGET</b>	<b>\$1,605,952</b>

The training began April 1 2007 and will continue to April 1, 2010.

Upon receipt of proper documentation, reimbursement to Pioneer Hi-Bred International Inc. for training expenses will be made if the requests meet the guidelines of Iowa Code 260E, DMACC and this training plan.

This plan and budget may be revised to meet the changing training needs of Pioneer Hi-Bred International Inc. with written consent of the company and DMACC. Any revision will be filed to adjust this original plan.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

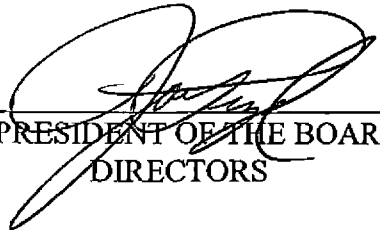
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Associated Builders & Contractors of Iowa. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Apprenticeship Training Contract between the College and Associated Builders & Contractors of Iowa." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto,  
duly adopted and signed his approval thereto.

\*\*\*\*\*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors



## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND ASSOCIATED BUILDERS & CONTRACTORS OF IOWA**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide an apprenticeship training program, the purpose of which is to provide training of workers within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Associated Builders & Contractors of Iowa (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$125,000; and

**WHEREAS**, an Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide an apprenticeship training program for the Sponsor;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

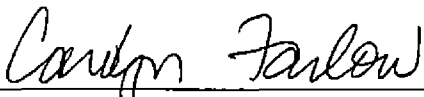
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/16/07 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Associated Builders & Contr. of Iowa JATC, 475 Alice Rd., Suite A Waukee, IA 50263, (the "Applicant" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Applicant.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

**ARTICLE I  
REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law

or the Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of apprentices to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Applicant and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Applicant agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Applicant's operations. The Applicant also agrees to complete a follow-up report one year after the completion of training to determine whether the Applicant's initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Applicant and the Community College agree that the Project Award, in the amount of \$125,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. A Applicant shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Applicant, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of apprentices to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Applicant.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Applicant shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Applicant shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Applicant shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Applicant shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Applicant under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Applicant to the Department of Economic Development are a lien upon the Applicant's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College:	<u>Des Moines Area Community College</u>
	<u>2006 South Ankeny Boulevard</u>
	<u>Ankeny, IA 50021</u>
Applicant:	<u>Associated Builders &amp; Contractors. of Iowa JATC</u>
	<u>475 Alice Rd. Suite A</u>
	<u>Waukee, Iowa 50263</u>



The Applicant and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.


Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Applicant have caused this Contract to be duly executed all as of the date herein above written.

Des Moines Area Community College

Community College

  
Authorized Signature

*Joe Puga, Board President*  
Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021


Address

*2-11-08*

Date

Assoc. Builders & Contr. of Iowa JATC

Applicant

  
Authorized Signature

Greg Spinner, Exec. Vise Pres.

Type Name and Title

475 Alice Rd., Suite A

Waukee, IA 50263

Address

*1-11-08*

Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Associated Builders & Contractors of Iowa**

September 10, 2007

## 6. TRAINING PLAN

I. Training start date. 9/10/07

II. Training end date. 6/22/08

III. **TOTAL UNDUPLICATED** number of apprentice to be trained. 300

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Electricians 1-4	\$231,875	210	144 hrs.
HV/AC 1-4	\$33,125	30	144 hrs.
Plumbers 1-4	\$44,167	40	144 hrs.
Sheet Metal 1-4	\$22,083	20	144 hrs.
		300	
<b>TOTAL TRAINING COST</b>	<b>331,250</b>		

<b>Total Training Cost</b>	<b>331,250</b>
<b>Admin. Costs</b> +	<b>18,750</b>
<b>Total Project Cost</b> equals	<b>350,000</b>
<b>Company Cash Match</b> -	<b>225,000</b>
<b>IDED Award Amount</b> equals	<b>125,000</b>

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? ☐ Yes ☒ No If yes, please explain.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

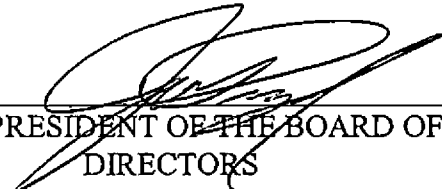
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Iowa Electrical Apprenticeship & Training Trust. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Apprenticeship Training Contract between the College and Iowa Electrical Apprenticeship & Training Trust." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## RESOLUTION

### A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND IOWA ELECTRICAL APPRENTICESHIP & TRAINING TRUST

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide an apprenticeship training program, the purpose of which is to provide training of workers within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Iowa Electrical Apprenticeship & Training Trust (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$125,000; and

**WHEREAS**, an Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide an apprenticeship training program for the Sponsor;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.



\_\_\_\_\_  
President of the Board of Directors

ATTEST:



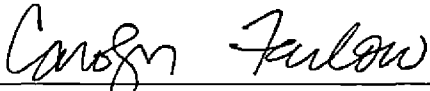
\_\_\_\_\_  
Secretary of the Board of Directors



STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/10/07 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Iowa Electrical Apprenticeship & Training Trust, 1948 NW 92<sup>nd</sup> Ct, Clive, IA 50325, (the "Applicant" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Applicant.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

**ARTICLE I  
REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law

or the Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of apprentices to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Applicant and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Applicant agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Applicant's operations. The Applicant also agrees to complete a follow-up report one year after the completion of training to determine whether the Applicant's initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Applicant and the Community College agree that the Project Award, in the amount of \$125,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. A Applicant shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Applicant, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of apprentices to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Applicant.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Applicant shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Applicant shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Applicant shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Applicant takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Applicant shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Applicant under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Applicant to the Department of Economic Development are a lien upon the Applicant's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50021

Applicant: Iowa Electrical Apprenticeship & Training Trust

1948 NW 92<sup>nd</sup> Court

Clive, Iowa 50325

The Applicant and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Applicant have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Angel, Board President

Type Name and Title

2006 South Ankeny Blvd.

Ankeny, IA 50021

Address

2-11-08

Date

Iowa State Appr. & Training Trust

Applicant

Authorized Signature

Rick Moon, Director

Type Name and Title

1948 NW 92<sup>nd</sup> Court

Clive, IA 50325

Address

1-10-08

Date



**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Iowa Electrical  
Apprenticeship and Training Trust**

September 10, 2007

## 6. TRAINING PLAN

I. Training start date. 9/10/07

II. Training end date. 6/13/08

III. **TOTAL UNDUPLICATED** number of apprentice to be trained. 300

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Electricians 1 <sup>st</sup> year (see attached outline)	\$161,667	80	160 hrs.
Electricians 2 <sup>nd</sup> year (see attached outline)	\$121,250	60	160 hrs.
Electricians 3 <sup>rd</sup> year (see attached outline)	\$121,250	60	160 hrs.
Electricians 4 <sup>th</sup> year (see attached outline)	\$121,250	60	160hrs.
Electricians 5 <sup>th</sup> year (see Attached outline)	\$80,833	40	160 hrs
		325	
<b>TOTAL TRAINING COST</b>	<b>\$606,250</b>		

<b>Total Training Cost</b>	<b>606,250</b>
<b>Admin. Costs</b> +	<b>18,750</b>
<b>Total Project Cost</b> equals	<b>625,000</b>
<b>Company Cash Match</b> -	<b>500,000</b>
<b>IDED Award Amount</b> equals	<b>125,000</b>

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? ☐ Yes ☒ No If yes, please explain.

Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of an Iowa Values Fund Apprenticeship Training Contract between the College and Painter & Allied Trades Joint Apprenticeship and Training Committee." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF AN IOWA VALUES FUND APPRENTICESHIP TRAINING CONTRACT BETWEEN THE COLLEGE AND PAINTER & ALLIED TRADES JOINT APPRENTICESHIP AND TRAINING COMMITTEE**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide an apprenticeship training program, the purpose of which is to provide training of workers within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development ("IDED"); and

**WHEREAS**, House File 683 as adopted by the General Assembly of the State of Iowa provides for the funding of projects under the Act from the Grow Iowa Values Fund; and

**WHEREAS**, the College has undertaken negotiations with respect to an apprenticeship training program (hereinafter referred to as the "Project") with Painter & Allied Trades Joint Apprenticeship and Training Committee (the "Sponsor"), pursuant to the provisions of the Act for the purpose of training workers in the merged area served by the College; and

**WHEREAS**, the IDED has approved an application by the College for Grow Iowa Values Funds in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$50,000; and

**WHEREAS**, an Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Contract, to provide an apprenticeship training program for the Sponsor;

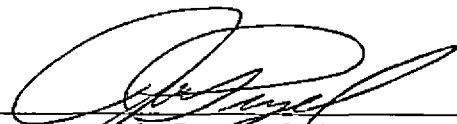
**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Iowa Values Fund Apprenticeship Training Contract, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Iowa Values Fund Apprenticeship Training Contract, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Iowa Values Fund Apprenticeship Training Contract, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Iowa Values Fund Apprenticeship Training Contract shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 3. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

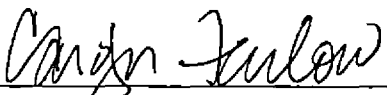
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

**GROW IOWA VALUE FUND  
IOWA JOBS TRAINING PROGRAM (260F)  
APPRENTICESHIP TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of 7/10/07 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Painters & Allied Trades JATC, 5738 NW 2nd St., Des Moines, IA 50313, (the "Applicant" and its location), is entered into under the following circumstances:

A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Applicant for purposes of establishing an apprenticeship training program to educate and train certain persons represented by the Applicant.

B. The Community College and the Applicant each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Applicant.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

**ARTICLE I  
REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Applicant.  
The Applicant represents and covenants that:

- (A) It is engaged in an apprenticeship program that is registered with the Bureau of Apprenticeship and Training;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Applicant to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law



or the Applicant's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Applicant is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Applicant and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Applicant.

(C) There is no threatened, pending, or actual litigation or proceeding against the Applicant or any other person which affects, in any manner whatsoever, the right of the Applicant to execute the Contract or to otherwise comply with its obligations contained in the Contract.

(D) The Applicant is an equal opportunity Applicant which complies with all local, state, and federal affirmative action requirements..

## **ARTICLE II PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Apprenticeship Application for Assistance, as submitted by the Community College in behalf of the Applicant, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of apprentices to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Applicant and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Applicant therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Applicant agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Applicant' operations. The Applicant also agrees to complete a follow-up report one year after the completion of training to determine whether the Applicant' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Applicant that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Applicant shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Applicant and the Community College agree that the Project Award, in the amount of \$50,000.00 is issued by DED as a forgivable loan and shall not be required to be repaid by the Applicant unless an event of default has occurred. Events of default and associated penalties are specified in Article IV of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. A Applicant shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Applicant, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of apprentices to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Applicant.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".

### **ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The Applicant shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The Applicant shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The Applicant shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Applicant fails to complete the training project within the agreed period of time as specified in the training Contract. Such Applicant shall be required to repay 20 percent of total project funds expended by the community college and the Applicant.
- (B) The Applicant fails to train the agreed number of trainees as specified in the training Contract. Such Applicant shall be required to repay a proportionate amount of total project funds expended by the community college and the Applicant. The proportion shall be based on the number of trainees not trained compared to the number of trainees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Applicant fails to comply with any requirements contained in the training agreement. The Applicant shall be sent written notice by the community college which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Applicant ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Applicant directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents which are provided to the community college or the department.
- (G) The Applicant acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) A Applicant takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Applicant shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Applicant shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Applicant shall immediately pay to the Department of Economic Development the amount expended by the Applicant and the Community College from the Project Award. The Applicant shall also pay interest on the amount to be repaid at the rate of 6.00%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Applicant under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Applicant to the Department of Economic Development are a lien upon the Applicant's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50021

Applicant: Painter & Allied Trades JATC

5738 NW 2<sup>nd</sup> St..

Des Moines, Iowa 50313

The Applicant and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Applicant and their respective permitted successors and assigns. This Contract may not be assigned by the Applicant without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

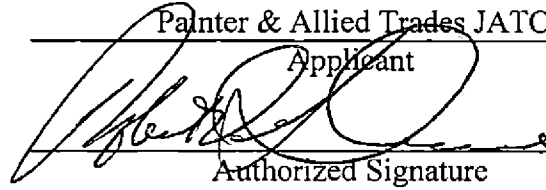
Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Applicant have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College  
Community College

Painter & Allied Trades JATC  
Applicant

  
Authorized Signature

  
Authorized Signature

Joe Pugel, Board President  
Type Name and Title

Bob Gilmore, Business Representative  
Type Name and Title

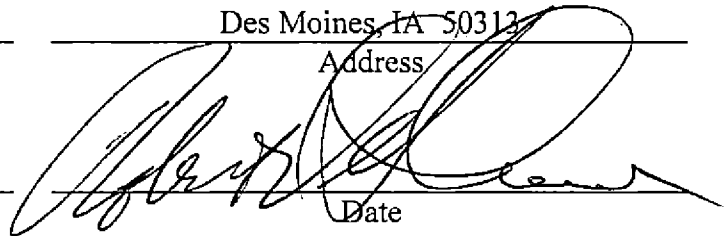
2006 South Ankeny Blvd.

5738 NW 2<sup>nd</sup> St.

Ankeny, IA 50021  
Address

Des Moines, IA 50312  
Address

2-11-08  
Date

  
Date

**GROW IOWA VALUES FUND**

**IOWA JOBS  
TRAINING PROGRAM**

**APPRENTICESHIP PROJECT**

**TRAINING PLAN**

for

**Painter & Allied Trade Local #246  
Joint Apprenticeship and Training Committee**

September 10, 2007

## 6. TRAINING PLAN

I. Training start date. 9/10/07

II. Training end date. 5/18/08

III. **TOTAL UNDUPLICATED** number of apprentice to be trained. 40

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each occupation/trade area. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page. If an occupation or trade will be trained for at multiple locations list each location on a separate line.

BAT APPRENTICESHIP TRAINING TRADE AREAS OR OCCUPATIONS	TRAINING COST	# TO BE TRAINED	LENGTH OF TRAINING
Painters 1 <sup>st</sup> year (see attached outline)	\$22,688	15	160 hrs.
Painters 2 <sup>nd</sup> year (see attached outline)	\$22,687	15	160 hrs
Painters 3 <sup>rd</sup> year (see attached outline)	\$15,125	10	160 hrs.
		40	
<b>TOTAL TRAINING COST</b>	<b>60,500</b>		

<b>Total Training Cost</b>	<b>60,500</b>
<b>Admin. Costs</b> +	<b>7,500</b>
<b>Total Project Cost</b> equals	<b>68,000</b>
<b>Company Cash Match</b> -	<b>18,000</b>
<b>IDED Award Amount</b> equals	<b>50,000</b>

D. Is the average cost of training per apprentice comparable to the cost of training at Iowa Community Colleges or Universities? ☐ Yes ☒ No If yes, please explain.



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and BGS Enterprise, L.L.C. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and BGS Enterprise, L.L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\*\*\*\*\*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND BGS ENTERPRISE, L.L.C.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with BGS Enterprise, L.L.C. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

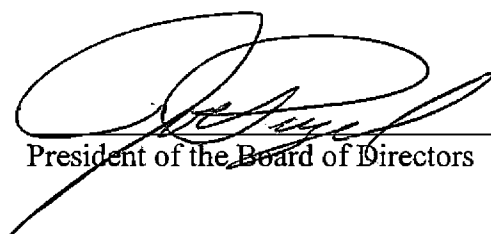
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

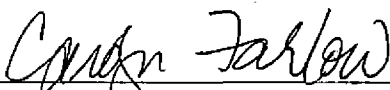
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of February 11, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and BGS Enterprise, L.L.C., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound.

This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## ARTICLE II PROJECT; PROGRAM SERVICES; FEES

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### ARTICLE III PAYMENT AND SECURITY

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### ARTICLE IV CONTRACT MODIFICATION

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".



## ARTICLE V EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## ARTICLE VI EVENTS OF DEFAULT

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-II), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: BGS Enterprise LLC

110 South 11<sup>th</sup> Street

West Des Moines, Iowa 50265

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be

construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

BGS Enterprise LLC

Business

Authorized Signature

Authorized Signature

Type Name and Title

Type Name and Title

billgassmann@BGSEnterprise.com  
by a Email Address

2006 South Ankeny Blvd.

110 South 11<sup>th</sup> Street

Ankeny, IA 50023

Address

West Des Moines IA 50265

Address

2-11-08

Date

10/10/2007

Date

260F-4 (03/00)

q:\cdg\shared\260f forms\260f training contract.doc[Date&Time:08/26/06:4:36:48 PM]

Approved as to Form 08/26/96 by IMACC General Council

*[Signature]*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**BGS Enterprise, L.L.C.  
Project #1**

May 22, 2007

**Training Plan and Budget  
For  
BGS Enterprise LLC  
260F Project**

The following Training Plan reflects the expected training activities for. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

This training plan has been designed by BGS Enterprise LLC staff with assistance from a DMACC Training Consultant. The Training Plan and Budget are as follows.

	<b>Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$29,588</b>	<b>\$21,250</b>

Training for BGS is divided between three activities:

1. **Safety Training:** Training may include the following: custom training and safety plans, record keeping, Site walk through, assessment, or other training that will assist the company keep and maintain safety standards to ensure that the employees of BGS are working in a safe environment.
2. **Process Improvement Training:** This training will assist the company to master the basics of their business by implementing Key Performance Indicators (KPI's). These indicators will measure the companies performance financially as well as marketing so that BGS can "keep score" of their business. Training will look at many ways to increase the companies profits so that they can continue to grow and expand.
3. **Software Training:** This training is needed so that the company can keep abreast with the changes in software for their manufacturing processes.

<b>II. Management/Supervisory Skills</b>	<b>\$</b>	<b>\$</b>
<b>III. Materials and Supplies</b>	<b>\$</b>	<b>\$</b>
<b>IV. Administrative Costs</b>	<b>\$3,750</b>	<b>\$3,750</b>

DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

Total	\$33,338	\$25,000
-------	----------	----------

The training began 5-22-07 with completion anticipated 5-22-09 upon receipt of proper documentation and reimbursement to all providers of training and training that meets guidelines of 260F, DMACC and this training plan will be made on an applied for basis.

C. Check appropriate box(es) for business provided benefits. Health ☒ Other ☐

## 6. TRAINING PLAN

I. Training start date. 5-22-07

II. Training end date. 5-22-09

III. TOTAL UNDUPLICATED number of employees to be trained. 4

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Safety Training	\$6,000	4	VALUE OF WAGES & BENEFITS: \$3,840
Process Improvement Training	\$15,000	3	VALUE OF FACILITIES:
Software Training	\$8,588	2	VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$3,840
TOTAL TRAINING COST	\$29,588		

Total Training Cost	\$29,588
Admin. Costs +	\$3,750

Business contribution above minimum program match? ☒ Yes ☐ No

Total Project Cost equals	\$33,338
Company Cash Match -	\$8,338
IDED Award Amount equals (Maximum Award \$25,000)	\$25,000

5 points \_\_\_\_\_  
Page subtotal \_\_\_\_\_



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Caleris, Inc. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Caleris, Inc." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND CALERIS, INC.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Caleris, Inc. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

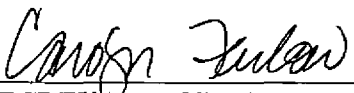
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of February 11, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Caleris, Inc., West Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound. This Contract has by proper action been duly authorized, executed, and delivered by the Employer and

all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-

up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4 Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Caleris, Inc.

401 West 4<sup>th</sup> Street North

Newton, IA 50208

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

Caleris, Inc.

Business

Authorized Signature

Rick Grewell, President

Type Name and Title

rick@caleris.com

Email Address

2006 South Ankeny Blvd.

401 West 4th Street North

Ankeny, IA 50023

Address

Newton, IA 50208

Address

2-11-08

Date

12/20/07

Date

260F-4 (03/00)

q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:36:48 PM]

Approved as to Form 08/26/96 by DMAcc General Counsel

*Seaton D. Dicks*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Caleris, Inc.  
Project #2**

February 1, 2007

**Training Plan and Budget  
For  
Caleris, Inc.**

**260F Project # 2**

The following Training Plan reflects the expected training activities for Caleris, Inc. The company will participate in some, if not all, of the following activities.

The company will document the names and social security numbers of the employees who receive training, and will keep track of specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will submit for reimbursement as the training progresses.

	<b>Cost</b>	<b>260F Cost</b>
I. Job Skill Training	\$17,500	\$13,125

**A. Computer Skills**

The training may instruct employees on computer software and computer hardware. Instruction may include, but is not limited to, training on new operating systems, computer programming, networking and maintenance.

**B. Lean Operations**

The company may do lean operations assessment. Training may include, but is not limited to, Lean Manufacturing and Lean for the office.

**C. Professional and Technical Development**

The company may send employees to technical or professional training offered by DMACC or other vendors. The training may include, but is not limited to, seminars, workshops, conferences, credit courses and continuing education courses.

**D. Customer Service Training**

The company may train its employees in customer service. This will help the employees to better serve customers. DMACC or an outside vendor may provide the training.

II.	Management Supervisory	\$11,588	\$8,125
-----	------------------------	----------	---------

The company may be sending their supervisors through training on leadership and management skills. This will help the supervisors to better manage employees.

III.	Materials and supplies	\$500	\$0
------	------------------------	-------	-----

Learning resources may be purchased for training. These may include, but are not limited to, technical manuals, DVDs, videos, audio visual equipment, a data projector, a computer and computer software.

IV	Administrative costs	\$3,750	\$3,750
----	----------------------	---------	---------

DMACC will work with the company to identify needed resources.  
DMACC will help the company monitor the activity for the duration of the contract to assure that the training objectives are met.

	Total	\$33,338	\$25,000
--	-------	----------	----------

Training will begin in February 2007 with completion February 2010. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets guidelines of 260 F, DMACC, and this training plan will be made on an applied for basis.

C. Check appropriate box(es) for business provided benefits. Health ☒ Other ☒

6. TRAINING PLAN

I. Training start date. 2/1/07

II. Training end date. 2/1/10

III. TOTAL UNDUPLICATED number of employees to be trained. 15

LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Job Skill Training	\$17,500	15	VALUE OF WAGES & BENEFITS: \$25,000
Management/Supervisory	\$11,588	8	VALUE OF FACILITIES:
Materials	\$500		VALUE OF EQUIPMENT:
			VALUE OF SUPPLIES:
			OTHER:
			TOTAL IN-KIND MATCH \$25,000
TOTAL TRAINING COST	\$29,588		

Total Training Cost	\$29,588
Admin. Costs +	\$3,750
Total Project Cost equals	\$33,338
Company Cash Match -	\$8,338
DED Award Amount equals (Maximum Award \$25,000)	\$25,000

Business contribution above minimum program match? ☒ Yes ☐ No

5 points

Page subtotal



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

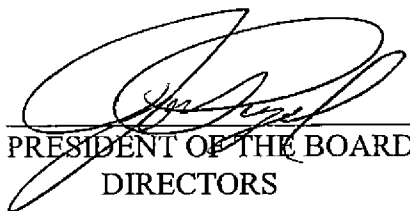
<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Farmers Cooperative Elevator Co. (Arcadia, Iowa). Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Farmers Cooperative Elevator Co. (Arcadia, Iowa)." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*

  
\_\_\_\_\_  
PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:

  
\_\_\_\_\_  
Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND FARMERS COOPERATIVE ELEVATOR CO. (ARCADIA, IOWA)**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Farmers Cooperative Elevator Co. (Arcadia, Iowa) (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

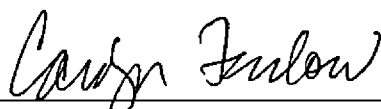
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of February 11, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and FAC Cooperative, Arcadia, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound.

This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2 The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3 Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4 This Contract shall not be modified in any way that would result in a violation of the "Act".



**ARTICLE V**  
**EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

**ARTICLE VI**  
**EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

**ARTICLE VII  
MISCELLANEOUS**

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: FAC Cooperative

12543 190<sup>th</sup> St.

Arcadia, IA 51430

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation,

obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College

Authorized Signature

Joe Pugh, Board President

Type Name and Title

FAC Cooperative

Business

Authorized Signature

Susan Ehlers

Type Name and Title

SusanEe.Faccooperative.com

Email Address

2006 South Ankeny Blvd.

12543 19<sup>th</sup> Street

Ankeny, IA 50023

Address

PO Box 24 Arcadia IA 51430

Address

2-11-08

Date

8/6/07

Date

260F-4 (03/00)

q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:36:48 PM]

Approved as to Form 08/26/96 by DMACC General Counsel

*[Signature]*

**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**FAC Cooperative  
Project #1**

May 15, 2007

**Training Plan and Budget  
For  
FAC Cooperative**

**260F Project #1**

The following Training Plan reflects the expected training activities for FAC Cooperative. The company will document the names and social security numbers of the employees who receive training, and will keep track of the specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

	<b>Total Cost</b>	<b>260F Cost</b>
<b>I. Job Skill Training</b>	<b>\$24,650</b>	<b>\$19,250</b>
The following activities are intended to assist employees of FAC Cooperative to improve their knowledge and practice of Lean and Continuous Improvement, Computer Skills, Leadership skills, Professional Skill Development, Sales and Customer Service, Quality training, and Safety skills:		
<ul style="list-style-type: none"><li>• DMACC and/or outside vendors to provide Continuous Improvement training. May include Lean Operations, Workplace Lean, and/or Kaizen.</li><li>• Computer Skills training to be provided by DMACC and/or outside vendors. May include Microsoft products training as well as business-specific software training.</li><li>• Classes, seminars, and training for Professional Skill Development. May include tuition reimbursement for college classes, communication skills, project management, time management, coaching and counseling, and/or negotiation skills.</li></ul>		

## FAC Cooperative (continued)

- Classes, seminars, and training to be provided in Sales and Customer Service. May include Service Plus, Sales Training, and other topics related to gaining and retaining customers.
- DMACC and/or outside vendors to provide safety related training to help FAC promote a safe work environment. May include OSHA training.

	Total Cost	260F Cost
<b>II. Supervisory Skills</b>	<b>\$5,000</b>	<b>\$2,000</b>
Classes, seminars, and training to develop the organization's leadership. Providers of training may include DMACC and/or other outside vendors. Training may include, but is not limited to, presentation skills, listening skills, negotiation skills, conflict management skills, communication skills, time management, project management, coaching and counseling, strategic planning and/or leadership development.		
A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or FAC Cooperative's cash match.		
<b>IV. DMACC Project Management Fee</b>		
	<b>\$ 3,750</b>	<b>\$ 3,750</b>
<b>Totals:</b>	<b>\$33,400</b>	<b>\$25,000</b>

Training will begin on May 15, 2007 with completion anticipated for May 15, 2010. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 5/15/2007

II. Training end date. 5/15/2010

III. TOTAL UNDUPLICATED number of employees to be trained. 15

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Lean Training	\$10,000	15	VALUE OF WAGES & BENEFITS: \$32,450
Customer Service Training	\$6,000	5	VALUE OF FACILITIES:
Management and Supervisory Training	\$5,000	10	VALUE OF EQUIPMENT:
Safety Training	\$4,000	15	VALUE OF SUPPLIES:
Computer Skills Training	\$2,000	5	OTHER:
Professional Skill Development	\$2,650	5	TOTAL IN-KIND MATCH \$32,450
TOTAL TRAINING COST	\$29,650		

Total Training Cost	\$29,650
Admin. Costs +	\$3,750
Total Project Cost equals	\$33,400
Company Cash Match -	\$8,400
IDED Award Amount equals (Maximum Award \$25,000)	\$25,000

Business contribution above minimum program match? ☒ Yes ☐ No



Ankeny, Iowa  
February 11, 2008

The Board of Directors of the Des Moines Area Community College met in regular session on the 11th day of February, 2008, at 4:00 p.m., at the DMACC Commons Building on the campus of the College in Ankeny, Iowa. The meeting was called to order and there were present the following named Board Members:

<u>Name</u>	<u>Present</u>	<u>Absent</u>
Joseph Pugel, President	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Matters were discussed concerning a Retraining Agreement between the College and Jacobson Holding Company, L.C. Following a discussion of the proposal by the Board, there was introduced and caused to be read a resolution entitled, "A Resolution Approving the Form and Content and Execution and Delivery of a Retraining Agreement between the College and Jacobson Holding Company, L.C." The resolution was moved and seconded as follows, and after due consideration of the resolution by the Board, the President put the question on the motion and, the roll being called, the following named Board Members voted:

<u>Name</u>	<u>Moved</u>	<u>Seconded</u>	<u>Aye</u>	<u>Nay</u>
Joseph Pugel	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jeff Hall	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Kevin Halterman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Madelyn Tursi	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Ben Norman	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Jim Knott	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
James Crawford	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Wayne E. Rouse	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cheryl Langston	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

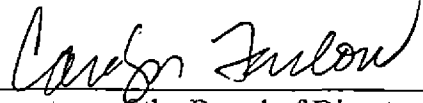
Whereupon, the President declared said resolution, a copy of which is attached hereto, duly adopted and signed his approval thereto.

\* \* \* \* \*



PRESIDENT OF THE BOARD OF  
DIRECTORS

Attest:



Secretary of the Board of Directors

## **RESOLUTION**

### **A RESOLUTION APPROVING THE FORM AND CONTENT AND EXECUTION AND DELIVERY OF A RETRAINING AGREEMENT BETWEEN THE COLLEGE AND JACOBSON HOLDING COMPANY, L.C.**

**WHEREAS**, Des Moines Area Community College (hereinafter referred to as the "College"), is an area community college and a body politic organized and existing under the laws of the State of Iowa, and is authorized and empowered by Chapter 260F of the Code of Iowa, as amended (hereinafter referred to as the "Act"), to provide a "Jobs Training Program" as that term is defined in the Act, including the program costs, the purpose of which is to provide retraining of existing workers for a business within the State of Iowa (the "State") in order to improve the economic welfare of the residents of the State, and is authorized under the Act to pay the costs of such a program from funds allocated for such purpose by the Iowa Department of Economic Development under Section 260F.6 of the Act; and

**WHEREAS**, the College has undertaken negotiations with respect to a Jobs Training Program with Jacobson Holding Company, L.C. (the "Company"), pursuant to the provisions of the Act for the purpose of establishing a jobs training program (hereinafter referred to as the "Project") to retrain workers at the Company at its facilities located in the merged area served by the College, which Project will be beneficial to the Company and the College; and

**WHEREAS**, the College has received an allocation (the "Fund Advance") under Section 260F.6 of the Act in order to defray all or a portion of the cost of the Project, including necessary expenses incidental thereto, in the amount of \$25,000; and

**WHEREAS**, a Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, has been negotiated by the College under the terms of which the College agrees, subject to the provisions of such Agreement, to provide a Jobs Training Program for the Company;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF  
DES MOINES AREA COMMUNITY COLLEGE, AS FOLLOWS:**

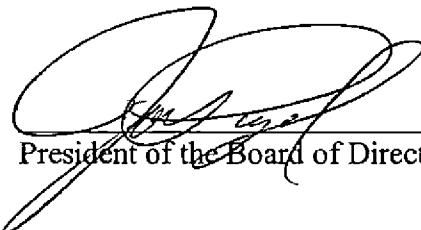
Section 1. That the Retraining Agreement, in the form and with the contents set forth in Exhibit "A" attached hereto, be and the same is hereby approved and the President of the Board of Directors is hereby authorized to execute said Retraining Agreement, and the Secretary of the Board of Directors is hereby authorized to attest the same, said Retraining Agreement, which constitutes and is hereby made a part of this Resolution, to be in substantially the form, text and containing the provisions set forth in Exhibit "A" attached hereto with such changes therein as the officers executing such Retraining Agreement shall approve, such approval to be conclusively evidenced by the execution thereof.

Section 2. That the form of resolution required by the Iowa Department of Economic Development (the "Department") is hereby approved and the officers of the College are authorized to file such resolution in accordance with the requirements of the Department.

Section 3. That officials of the College are hereby authorized to take such further action as may be necessary to carry out the intent and purpose of this Resolution.

Section 4. That all resolutions and parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 11th day of February, 2008.

  
\_\_\_\_\_  
President of the Board of Directors

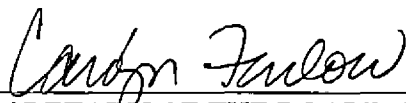
ATTEST:

  
\_\_\_\_\_  
Secretary of the Board of Directors

STATE OF IOWA                    )  
  ) ss  
COUNTY OF POLK                )

I, Carolyn Farlow, Secretary of the Board of Directors of the Des Moines Area Community College, do hereby certify that I have in my possession or have access to the complete corporate records of said College and of its Board of Directors and officers; and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that said transcript hereto attached is a true, correct and complete copy of all of the corporate records showing the action taken with respect to the matters set forth therein by the Board of Directors of said College on February 11, 2008, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that such meeting was duly and publicly held in accordance with the Notice of Meeting and tentative agenda, a copy of which was timely served on each member of the Board of Directors and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board of Directors (a copy of the face sheet of said agenda being attached hereto) pursuant to the rules of the Board of Directors and the provisions of Chapter 21, Code of Iowa, as amended, upon reasonable advance notice to the public and media at least twenty-four (24) hours prior to the commencement of the meeting as required by said law and with members of the public in attendance. I further certify that the individuals named in the attached proceedings were on the date thereof duly and lawfully possessed of their respective offices as indicated therein, that no Board of Directors vacancies existed except as may be stated in said proceedings, and that no controversy or litigation is pending, prayed or threatened involving the organization, existence or boundaries of the College or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand hereto affixed this 11th day of February, 2008.

  
\_\_\_\_\_  
SECRETARY OF THE BOARD OF  
DIRECTORS

# **IOWA JOBS TRAINING PROGRAM (260F) TRAINING CONTRACT**

This Iowa Jobs Training Program TRAINING CONTRACT (the "Contract"), effective as of February 11, 2008 between Des Moines Area Community College, Ankeny, Iowa, (the "Community College" and its location), and Jacobson Holding Company, L.C., Des Moines, Iowa, (the "Employer" and its location), is entered into under the following circumstances:

- A. Pursuant to Chapter 260F of the Code of Iowa (the "Act"), the Community College enters into this Contract with the Employer for purposes of establishing a training program to educate and train certain persons employed by the Employer.
- B. The Community College and the Employer each have full right and lawful authority to enter into this Contract and to perform and monitor the provisions of this Contract as they apply respectively to the Community College and the Employer.

NOW, THEREFORE, in consideration of the premises and the mutual representations and agreements herein contained, the parties agree as follows:

## **ARTICLE I REPRESENTATIONS**

Section 1.1. Representations of the Community College. The Community College represents and covenants that:

- (A) It is duly organized and validly existing under the laws of the State of Iowa;
- (B) It is not in violation of or in conflict with any provisions of the laws of the State, which would impair its ability to carry out its obligations hereunder;
- (C) It is empowered to enter into the transactions contemplated by this Contract; and
- (D) It will do all things in its power required to maintain its existence or assure the assumption of its obligations hereunder by any successor public body.

Section 1.2. Representations and Covenants of the Employer.  
The Employer represents and covenants that:

- (A) It is a business duly qualified to do business in Iowa;
- (B) It has full power to execute, deliver, and perform this Contract and all other instruments given by the Employer to secure its performance and to enter into and carry out the transactions contemplated herein. Such execution, delivery, and performance are not in contravention of law or the Employer's articles of incorporation, by-laws or any indenture, agreement, mortgage, lease, undertaking, or any other restriction, obligation or instrument to which the Employer is a party or by which it is bound.

This Contract has by proper action been duly authorized, executed, and delivered by the Employer and all steps necessary have been taken to constitute this Contract as a valid and binding obligation of the Employer.

- (C) There is no threatened, pending, or actual litigation or proceeding against the Employer or any other person which affects, in any manner whatsoever, the right of the Employer to execute the Contract or to otherwise comply with its obligations contained in the Contract.
- (D) The Employer is engaged in interstate or intrastate commerce for the purpose of manufacturing, processing, or assembling products or conducting research and development; OR, provides services and has customers outside of Iowa.
- (E) The employer, within the 36 month period prior to the date of this application, did not close or reduce its employment base by more than 20 percent at any of its other business sites in Iowa in order to relocate substantially the same operation to another area of the state.
- (F) The employer is not currently involved in a strike, lockout, or other labor dispute at any of its business sites in Iowa.
- (G) Persons to receive training under this Contract are current employees of the employer for which the employer pays state withholding tax.
- (H) Employees to receive training are not replacement workers who were hired as a result of a strike, lockout, or other labor dispute.
- (I) The employer is an equal opportunity employer which complies with all local, state, and federal affirmative action requirements.

## **ARTICLE II**

### **PROJECT; PROGRAM SERVICES; FEES**

Section 2.1 The Iowa Jobs Training Program (260F) Application for Assistance, as submitted by the Community College in behalf of the Employer, and as approved by the Iowa Department of Economic Development, shall be incorporated as an integral part of this Contract. The "Project", as defined by the Application, shall consist of the program services and costs of services to be provided, the number of employees to be trained, the beginning and ending dates of training, the stated budget, and any other provisions specified in the Application.

Section 2.2. The Community College agrees to provide the program services within the constraints of funds awarded and released to the Project by the Department of Economic Development. It is understood and agreed that the Employer and the Community College will cooperate in the coordination and programming of the specific expenditures and operation of the Project within the guidelines set out by the approved application.

Section 2.3. Iowa Code section 84A.5 requires the Department of Economic Development to report to the Iowa General Assembly the impact of training provided by this Program on the wages of employees who receive training. This information is obtained by matching social security numbers of trainees with State income records. The Employer therefore agrees to provide the social security number of each employee who receives training under this contract.

Section 2.4. The Employer agrees to complete Performance Report, Form 260F-5, at the completion of training to evaluate the initial impact of training on the Business' operations. The Employer also agrees to complete a follow-up report one year after the completion of training to determine whether the Business' initial objectives for training were met.

Section 2.5. It is understood by the Community College and the Employer that should project funds not be available or received from the Department of Economic Development within a reasonable period of time, this Contract shall be terminated by mutual agreement of the parties. In any event, the Employer shall pay all administrative and legal costs associated with this Project which have been incurred by the Community College.

### **ARTICLE III PAYMENT AND SECURITY**

Section 3.1. The Community College shall create a fund to deposit monies awarded to the Project by the Department of Economic Development (DED). Funds awarded by DED shall be known as the Project Award. Interest earned on the fund shall be refunded to the State if not used by the Community College in accordance with Iowa Administrative Code Chapter 261.

Section 3.2. The Employer and the Community College agree that the Project Award, in the amount of \$25,000.00, is issued by DED as a forgivable loan and shall not be required to be repaid by the Employer unless an event of default has occurred. Events of default and associated penalties are specified in Article VI of this Contract. The Community College and the Department of Economic Development shall determine whether an event of default has occurred.

### **ARTICLE IV CONTRACT MODIFICATION**

Section 4.1. An Employer shall not modify any provision of this Contract without the prior written approval of the Community College.

Section 4.2. The Community College, with the written consent of the Employer, has the authority to modify all provisions of this Contract **except** modifications which result in a reduction of the number of employees to be trained or which significantly change the training program. The Community College is authorized to change the ending dates of the training project, training provider, or other minor modifications to the training program. A signed copy of the modification must be sent to the Department.

Section 4.3. Modifications which result in a reduction of the number of employees to be trained or change the training program content must be approved by the Department of Economic Development, the Community College, and the Employer.

Section 4.4. This Contract shall not be modified in any way that would result in a violation of the "Act".



## **ARTICLE V**

### **EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION REQUIREMENTS**

Section 5.1. The employer shall comply with all federal, state, and local laws, rules, and executive orders, to insure that no applicant for employment or employee is discriminated against because of race, religion, color, age, sex, national origin, or disability.

Section 5.2. The employer shall provide state or federal agencies with appropriate reports as required to insure compliance with equal employment opportunity laws and regulations.

Section 5.3. The employer shall insure, to the maximum extent possible, that all authorized subcontractors comply with provisions of this section.

## **ARTICLE VI**

### **EVENTS OF DEFAULT**

Section 6.1. Events of Default. Each of the following shall be an "event of default":

- (A) The Employer fails to complete the training project within the agreed period of time as specified in the training Contract. Such Employer shall be required to repay 20 percent of total project funds expended by the community college and the business.
- (B) The Employer fails to train the agreed number of employees as specified in the training Contract. Such Employer shall be required to repay a proportionate amount of total project funds expended by the community college and the Employer. The proportion shall be based on the number of employees not trained compared to the number of employees to have been trained.
- (C) If both (A) and (B) occur, both penalties shall apply.
- (D) The Employer fails to comply with any requirements contained in the training agreement. The Employer shall be sent written notice by the community college, which specifies the issue(s) of noncompliance and shall be allowed 20 days from the date notice is sent to effect a cure. If noncompliance is of such a nature that a cure cannot be reasonably accomplished within 20 days, the community college has the discretion to extend the period of cure to a maximum of 60 days.
- (E) The Employer ceases or announces the cessation of operations at the project site prior to completion of the training program.
- (F) The Employer directly or indirectly makes any false or misleading representations or warranties in the program application or training agreement, reports, or any other documents, which are provided, to the community college or the department.
- (G) The Employer acts in any manner contrary to, or fails to act in accordance with any provision of the training Contract.
- (H) An Employer takes corporate action to effect any of the preceding conditions of default.

Section 6.2. Whenever an event of default has occurred, further training or payments to the Employer shall be suspended.

Section 6.3. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (A-C), the Employer shall immediately pay to the Department of Economic Development the amount of penalty determined by the Department. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.4. Whenever an event of default has occurred for reasons cited in ARTICLE VI, Section 6.1. (D-H), the Employer shall immediately pay to the Department of Economic Development the amount expended by the Employer and the Community College from the Project Award. The Employer shall also pay interest on the amount to be repaid at the rate of 6%. Interest shall accrue from the issuance date specified on the Project Award check.

Section 6.5. Whenever an event of default has occurred and is continuing, the Community College may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due or to enforce performance and observance of any other obligation or agreement of the Employer under this Contract.

Section 6.6. No remedy conferred upon or reserved to the Community College by this Contract is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Community College to exercise any remedy reserved to it in this Article, shall not be necessary to give any notice, other than such notice as may be expressly required herein.

Section 6.7. In the event any agreement contained in this Contract should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 6.8. As required by Iowa Administrative Code, Chapter F, any payments required to be made by the Employer to the Department of Economic Development are a lien upon the Employer's property until paid and have equal precedence with ordinary taxes and shall not be divested by a judicial sale. Property subject to the lien may be sold for sums due and delinquent at a tax sale, with the same forfeitures, penalties, and consequences as for the nonpayment of ordinary taxes. The purchaser at tax sale obtains the property subject to the remaining payments.

Section 6.9. Whenever an event of default has occurred and is unresolved, the Community College shall assign this Contract to the Iowa Department of Economic Development for appropriate collection action.

## ARTICLE VII MISCELLANEOUS

Section 7.1. All notices, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, addressed to the appropriate address as follows:

Community College: Des Moines Area Community College

2006 South Ankeny Boulevard

Ankeny, IA 50023

Employer: Jacobson Companies

3811 Dixon Dtreet

Des Moines, Iowa 50313

The Employer and the Community College may, by notice given hereunder, designate any further or different addresses to which subsequent notices, requests or other communications shall be sent.

Section 7.2. All covenants, stipulations, obligations and agreements of the Community College contained in this Contract shall be effective to the extent authorized and permitted by applicable law. No such covenant, stipulation, obligation or agreement shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Community College or the Board of Directors other than in his official capacity, and neither the members of the Board of Directors nor any official executing this Contract shall be liable personally or be subject to any personal liability or accountability by reason of the covenants, stipulations, obligations or agreements of the Community College contained in this Contract.

Section 7.3. This Contract shall benefit of and be binding in accordance with its terms upon the Community College, the Employer and their respective permitted successors and assigns. This Contract may not be assigned by the Employer without the express written consent of the Community College and may not be assigned by the Community College except as may be necessary to enforce or secure payment due resulting from an event of default.

Section 7.4. This Contract may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

Section 7.5. If any provision of this Contract, or any covenant, stipulation, obligation, agreement, act, or action, or part thereof made, assumed, entered into or taken thereunder or any application thereof, is for any reason held to be illegal or invalid, such illegality or invalidity shall not affect any other provision or any other covenant, stipulation, obligation, agreement, act or action or part thereof, made, assumed, entered into, or taken, each of which shall be construed and enforced as if such illegal or invalid portion were not contained herein. Nor shall illegality of any

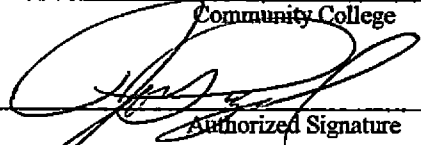
application thereof affect any legal and valid application thereof, and each such provision, covenant, stipulation, obligation, agreement, act, or action, or part thereof shall be deemed to be effective, operative, made, entered into taken in the manner and to the full extent permitted by law.

Section 7.6. This Contract shall be governed exclusively by and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the Community College and the Employer have caused this Contract to be duly executed all as of the date hereinabove written.

Des Moines Area Community College

Community College



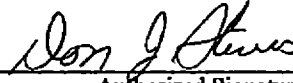
Authorized Signature

Joe Pugh, Board President

Type Name and Title

Jacsonson Companies

Business



Authorized Signature

Don J. Stevens

Type Name and Title

don.stevens@jacobsonbekins.com

Email Address

2006 South Ankeny Blvd.

3811 Dixon Street

Ankeny, IA 50023

Address

Des Moines, Iowa 50313

Address

2-11-08

Date


January 9, 2008

Date

260F-4 (03/00)

q:\edg\shared\260f forms\260f training contract.doc[Date&Time:08/26/96:4:36:48 PM]

Approved as to Form 08/26/96 by DMACC General Counsel



**IOWA JOBS  
TRAINING PROGRAM**

**RETRAINING PROJECT  
TRAINING PLAN**

for

**Jacobson Holding Company, LC  
Project #1**

January 8, 2006

**Training Plan And Budget  
For  
Jacobson Companies  
260F Project #1**

The following Training Plan reflects the expected training activities for Jacobson Companies. The company will document the names and social security numbers of the employees who receive training, and will keep track of the specific training received by each employee. All records of training documentation to support the expenditures will be kept according to the categories shown below. They will be submitted for reimbursement as the training progresses.

	<b>Total Cost</b>	<b>GIVE Cost</b>
<b>I. Job Skill Training</b>	<b>\$22,650</b>	<b>\$20,650</b>

The following activities are intended to assist employees of Jacobson to improve their knowledge and practice of lean operations, quality skills, computer training, and professional skill development:

- DMACC consultants to provide Continuous Improvement and Lean Operations training, as well as assistance in applying Lean principles to implementation in order to improve efficiency.
- Classes, seminars, and training for software and business system training as it relates to Jacobson's business. May include Microsoft products training.
- Jacobson to receive training as it relates to professional skill development. Topics may include communication skills, team building, facilitation skills, problem solving, conflict management, time management, and/or project management.

Jacobson Companies (continued)

	Total Cost	GIVF Cost
II. Supervisory Skills	\$7,000	\$600
· DMACC and outside vendors to provide Supervisory/Management training in order to enhance the leadership and teambuilding skills of the organization. Classes, seminars, and training sessions will provide instruction.		

A portion of these costs will include tuition, registration fees, materials, equipment, and travel expenses and will be reimbursed from the 260F program or will be considered cash match by the company.

IV. DMACC Project Management Fee		
	\$3,750	\$3,750
Totals:	\$33,400	\$25,000

Training will begin on March 1, 2006 with completion anticipated for March 1, 2009. Upon receipt of proper documentation, reimbursement to all providers of training and training that meets the guidelines of 260F, DMACC, and this training plan, will be made on an applied for basis.

## 6. TRAINING PLAN

I. Training start date. 1/8/06

II. Training end date. 5/1/09

III. TOTAL UNDUPLICATED number of employees to be trained. 25

### LIST OF TRAINING ACTIVITIES TO BE PROVIDED

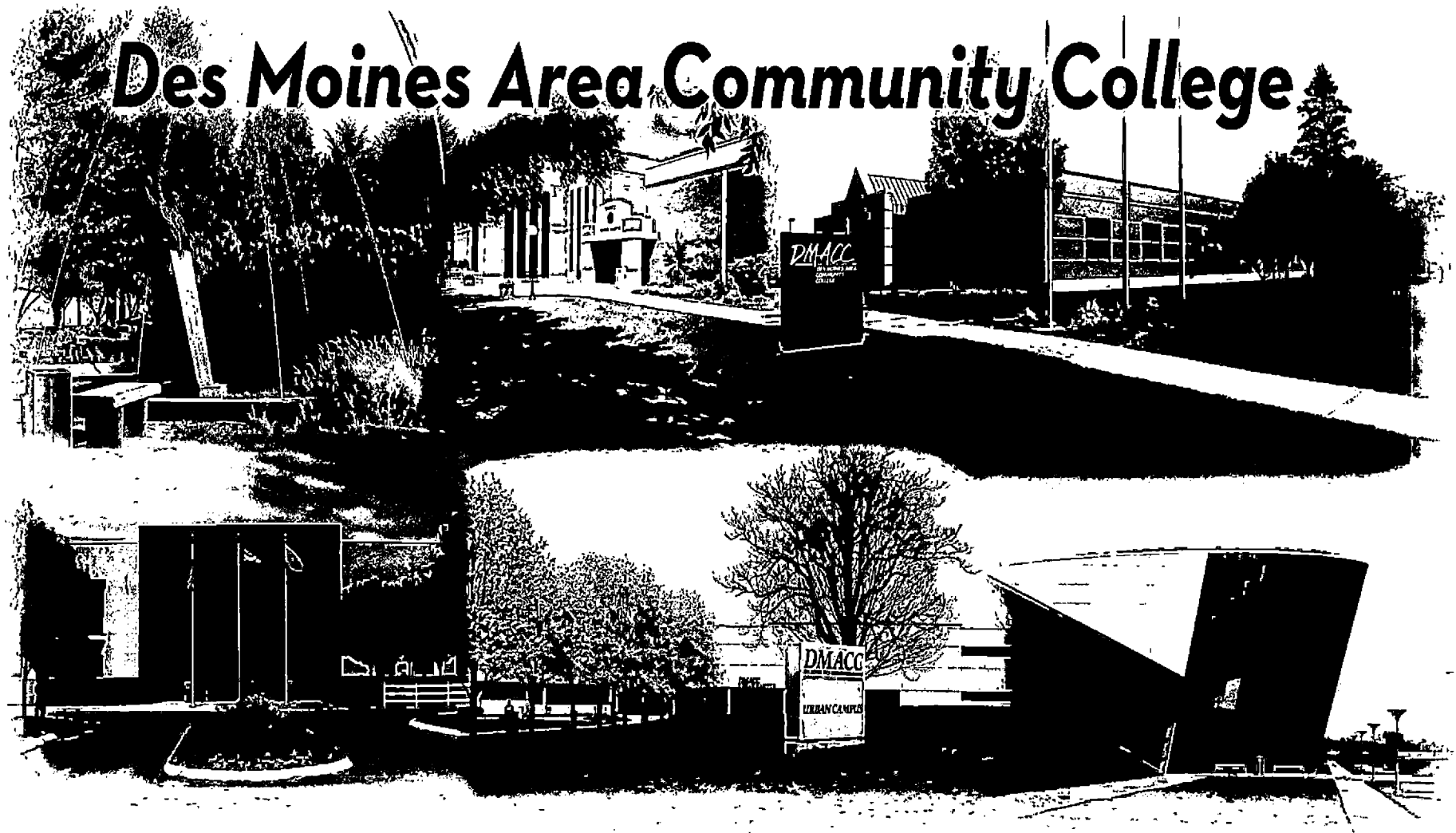
Complete the following chart for each training activity to be provided. Training activities include vocational and skill assessment and testing, consulting, evaluation, job-related training, etc. List each training activity. Include all direct costs associated with each item listed including trainer cost, equipment, materials, supplies, facility cost, transportation, meals, etc. Do not include employee wages. Attach a comprehensive description for each of the listed items. Insert the descriptions immediately following this page.

TRAINING ACTIVITY	TRAINING COST	# TO BE TRAINED	IN KIND MATCH
Lean Operations and Continuous Improvement	\$10,000	10	VALUE OF WAGES & BENEFITS: \$38,434
Quality	\$5,000	2	VALUE OF FACILITIES:
Management/Supervisory	\$7,000	5	VALUE OF EQUIPMENT:
Computer Hardware and Software	\$1,000	3	VALUE OF SUPPLIES:
Professional Skill Development	\$6,650	5	OTHER:
			TOTAL IN-KIND MATCH \$38,434
<b>TOTAL TRAINING COST</b>	<b>\$29,650</b>		

<b>Total Training Cost</b>	<b>\$29,650</b>
<b>Admin. Costs</b> +	<b>\$3,750</b>
<b>Total Project Cost equals</b>	<b>\$33,400</b>
<b>Company Cash Match</b> -	<b>\$8,400</b>
<b>IDED Award Amount equals</b>	<b>\$25,000</b>
<b>(Maximum Award \$25,000)</b>	

Business contribution above minimum program match? ☒ Yes ☐ No





***FINANCIAL STATEMENTS  
FOR JANUARY 31, 2008  
AND THE SEVEN MONTHS THEN ENDED***

**DES MOINES AREA COMMUNITY COLLEGE  
MONTHLY FINANCIAL REPORT  
TABLE OF CONTENTS**

**PAGE**

**BALANCE SHEET & ATTACHMENTS:**

- 1 Balance Sheet - All Funds
- 2 Statement of Revenue, Expenditures & Changes in Fund Balance
- 3 Schedule B – Cash In Banks and Investments
- 4 Schedule F - Detail of Liabilities

**BUDGET VS ACTUAL AND COMPARATIVE SUMMARY REPORTS**

- 5 Budget Balance Report All Funds
- 6 Fund 1 Revenue Comparison
- 7 Fund 1 Expense Comparison
- 8 Graph Showing Actual Revenue and Expenses Compared to Prior  
Year for Funds 1, 2 and 7

The financial statements and information listed above has been prepared in accordance with Generally Accepted Accounting Principles and is accurate and complete in all material respects.

  
\_\_\_\_\_  
Joe A. Robbins, Controller

**Des Moines Area Community College**  
**Balance Sheet**  
**January 31, 2007**

	Unrestricted General Fund 1	Restricted General Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholar- ship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>ASSETS</b>								
<b>Current Assets:</b>								
Cash in Banks and Investments	\$12,056,645	\$ 66,003,888	\$1,756,729	\$ 1,139,629	\$ (453,380)	\$ 75,237	\$ 2,714,601	\$ 83,293,349
Accounts Receivable	7,026,465	51,639,975	49,161	367,912	491,920	-	2,121,500	61,696,933
Student Loans	-	-	-	-	-	103,253	-	103,253
Deposits & Prepaid Expenses	129,444	-	-	-	-	-	124,853	254,297
Inventories	34,352	-	2,362,646	-	-	-	-	2,396,998
Due to/from Other Funds	-	-	-	-	-	-	-	-
Total Current Assets	19,246,906	117,643,863	4,168,536	1,507,541	38,540	178,490	4,960,954	147,744,830
<b>Fixed Assets:</b>								
Land, Buildings & Improvements	-	-	-	-	-	-	99,237,829	99,237,829
Equipment, Leased Prop, Books & Films	-	-	-	-	-	-	10,783,819	10,783,819
Less accumulated depreciation	-	-	-	-	-	-	(41,427,261)	(41,427,261)
Total Fixed Assets	-	-	-	-	-	-	68,594,387	68,594,387
<b>TOTAL ASSETS</b>	<b>\$19,246,906</b>	<b>\$ 117,643,863</b>	<b>\$4,168,536</b>	<b>\$1,507,541</b>	<b>\$ 38,540</b>	<b>\$ 178,490</b>	<b>\$ 73,555,341</b>	<b>\$216,339,217</b>
<b>LIABILITIES AND FUND BALANCES</b>								
<b>Liabilities:</b>								
Current Liabilities	\$12,510,347	\$ 45,706,096	\$ 144,500	\$ 422,768	\$ -	\$ -	\$ 159,229	\$ 58,942,940
Long Term Liabilities	-	60,200,692	-	-	-	-	9,051,355	69,252,047
Deposits Held in Custody for Others	6,100	-	-	1,084,773	-	-	-	1,090,873
Total Liabilities	12,516,447	105,906,788	144,500	1,507,541	-	-	9,210,584	129,285,860
<b>Fund Balance:</b>								
Unrestricted	6,730,459	-	4,024,036	-	-	-	-	10,754,495
Restricted-Specific Purposes	-	11,737,075	-	-	38,540	178,490	5,840,370	17,794,475
Net Investment in Plant	-	-	-	-	-	-	58,504,387	58,504,387
Total Fund Balance	6,730,459	11,737,075	4,024,036	-	38,540	178,490	64,344,757	87,053,357
<b>TOTAL LIABILITIES &amp; FUND BAL</b>	<b>\$19,246,906</b>	<b>\$ 117,643,863</b>	<b>\$4,168,536</b>	<b>\$1,507,541</b>	<b>\$ 38,540</b>	<b>\$ 178,490</b>	<b>\$ 73,555,341</b>	<b>\$216,339,217</b>

**Des Moines Area Community College**  
**Statement of Revenue, Expenditures and Changes in Fund Balances**  
**For the Seven Months Ended January 31, 2007**

	Unrestricted Fund 1	Restricted Fund 2	Auxiliary Fund 3	Agency Fund 4	Scholarship Fund 5	Loan Fund 6	Plant Fund 7	Total
<b>Revenue:</b>								
Tuition and Fees	\$ 22,350,712	\$ 7,978	\$ 113,797	\$ 243,005	\$ -	\$ -	\$ -	\$ 22,715,492
Local Support (Property Taxes)	3,230,983	3,084,782	-	-	-	-	3,228,521	9,544,286
State Support	15,289,095	1,340,709	-	47,562	-	-	514,720	17,192,086
Federal Support	942,782	1,078,387	-	1,976,218	10,700,812	-	-	14,698,199
Sales and Services	224,735	-	7,468,309	500,111	-	-	22,823	8,215,978
Training Revenue / Fund 1 ACE	1,481,093	6,619,491	-	-	-	-	-	8,100,584
Other Income	755,793	2,341,179	124,779	238,455	88	1,545	406,028	3,867,867
<b>Total Revenue</b>	<b>44,275,193</b>	<b>14,472,526</b>	<b>7,706,885</b>	<b>3,005,351</b>	<b>10,700,900</b>	<b>1,545</b>	<b>4,172,092</b>	<b>84,334,492</b>
<b>Transfers In - General</b>	<b>1,838,685</b>	<b>115,427</b>	<b>230,845</b>	<b>62,365</b>	<b>388,763</b>	<b>12,900</b>	<b>886,979</b>	<b>3,535,964</b>
<b>Total Revenue and Transfers In</b>	<b>46,113,878</b>	<b>14,587,953</b>	<b>7,937,730</b>	<b>3,067,716</b>	<b>11,089,663</b>	<b>14,445</b>	<b>5,059,071</b>	<b>87,870,456</b>
<b>Expenditures:</b>								
Instruction	24,623,483	6,632,718	-	-	-	-	-	31,256,201
Academic Support	5,013,159	57,402	-	-	-	-	-	5,070,561
Student Services	3,824,471	678,279	-	-	-	-	-	4,502,750
Institutional Support	8,039,556	2,481,850	-	-	-	-	-	10,521,406
Operation and Maintenance of Plant	3,302,530	653,055	-	-	-	-	-	3,955,585
Auxiliary Enterprise Expenditures	-	-	7,344,879	-	-	-	-	7,344,879
Scholarship Expense	-	-	-	-	11,053,762	-	-	11,053,762
Loan Fund Expense	-	-	-	-	-	-	-	-
Plant Fund Expense	-	-	-	-	-	-	5,608,186	5,608,186
Agency Fund Expense	-	-	-	3,177,200	-	-	-	3,177,200
<b>Total Expenditures</b>	<b>44,803,199</b>	<b>10,503,304</b>	<b>7,344,879</b>	<b>3,177,200</b>	<b>11,053,762</b>	<b>-</b>	<b>5,608,186</b>	<b>82,490,530</b>
<b>Transfers Out - General</b>	<b>1,142,135</b>	<b>2,007,898</b>	<b>270,000</b>	<b>104,238</b>	<b>11,693</b>	<b>-</b>	<b>-</b>	<b>3,535,964</b>
<b>Total Expenditures and Transfers Out</b>	<b>45,945,334</b>	<b>12,511,202</b>	<b>7,614,879</b>	<b>3,281,438</b>	<b>11,065,455</b>	<b>-</b>	<b>5,608,186</b>	<b>86,026,494</b>
<b>Net Increase (Decrease) for the Period</b>	<b>168,544</b>	<b>2,076,751</b>	<b>322,851</b>	<b>(213,722)</b>	<b>24,208</b>	<b>14,445</b>	<b>(549,115)</b>	<b>1,843,962</b>
<b>Fund Balance at Beginning of Year</b>	<b>6,561,915</b>	<b>9,660,324</b>	<b>3,701,185</b>	<b>1,240,477</b>	<b>14,332</b>	<b>164,045</b>	<b>64,893,872</b>	<b>86,236,150</b>
<b>Fund Balance at End of Period</b>	<b>\$ 6,730,459</b>	<b>\$ 11,737,075</b>	<b>\$ 4,024,036</b>	<b>\$ 1,026,755</b>	<b>\$ 38,540</b>	<b>\$ 178,490</b>	<b>\$ 64,344,757</b>	<b>\$ 88,080,112</b>

**DES MOINES AREA COMMUNITY COLLEGE**  
**INVESTMENT RECAP**  
**January 31, 2008**

Bank	Amount	Rate	Maturity
Bankers Trust	\$ 10,483,510	3.78%	Money Market
Various Checking Accounts	1,055,168	2.00%	Checking Accounts
Wells Fargo Bank - Ankeny	29,184	3.15%	Money Market
Sub Total	\$ 11,567,862		

ISJIT INVESTMENTS				
Bank	Purchase Date	Amount	Rate	Maturity
Federal Home Loan Bank	October 26, 2007	\$ 500,000	4.55%	February 6, 2008
Bank of the West - Des Moines	October 26, 2007	1,000,000	4.85%	February 8, 2008
Boone Bank and Trust - Boone	July 26, 2007	2,000,000	5.34%	February 8, 2008
Community State Bank - Ankeny	October 26, 2007	1,000,000	4.95%	February 8, 2008
Community State Bank - Ankeny	October 26, 2007	175,000	4.95%	February 8, 2008
Bank of the West - Des Moines	November 9, 2007	550,000	4.70%	February 11, 2008
Federal Home Loan Mortgage Corporation	November 9, 2007	433,000	4.55%	February 15, 2008
Bankers Trust - Cedar Rapids	November 20, 2007	1,500,000	4.65%	February 19, 2008
Federal National Mortgage Association	November 21, 2007	440,000	4.50%	February 27, 2008
Federal Home Loan Mortgage Corporation	December 28, 2007	800,000	4.55%	March 6, 2008
Waukon State Bank - Waukon	August 30, 2007	2,000,000	5.31%	March 7, 2008
US Bank - Des Moines	December 10, 2007	2,000,000	4.64%	March 10, 2008
Bank of the West - Des Moines	November 9, 2007	1,500,000	4.70%	March 14, 2008
Bank of the West - Des Moines	November 9, 2007	500,000	4.70%	March 14, 2008
State Bank and Trust - Nevada	November 20, 2007	390,945	4.61%	March 19, 2008
Bank of the West - Des Moines	November 28, 2007	1,000,000	4.78%	March 27, 2008
Bank of the West - Des Moines	December 27, 2007	2,000,000	4.60%	April 1, 2008
Community State Bank - Ankeny	January 29, 2008	2,000,000	3.30%	April 3, 2008
US Bank - Des Moines	January 29, 2008	4,900,000	3.08%	April 3, 2008
Federal Home Loan Bank	January 29, 2008	1,500,000	3.04%	April 11, 2008
Federal National Mortgage Association	December 31, 2007	2,500,000	4.30%	April 22, 2008
Federal National Mortgage Association	December 31, 2007	386,000	4.30%	April 22, 2008
Bankers Trust - Cedar Rapids	April 24, 2007	2,000,000	5.24%	April 23, 2008
Community State Bank - Ankeny	September 6, 2007	1,500,000	5.32%	May 8, 2008
Federal Home Loan Bank	September 14, 2007	200,000	5.20%	May 15, 2008
US Bank - Des Moines	December 10, 2007	500,000	4.56%	May 29, 2008
Bank of the West - Des Moines	February 27, 2007	2,040,700	5.15%	May 30, 2008
Bank of the West - Des Moines	November 28, 2007	380,000	4.65%	May 30, 2008
Boone Bank and Trust - Boone	July 26, 2007	825,000	5.36%	May 30, 2008
Community State Bank - Ankeny	July 24, 2007	1,825,000	5.42%	May 30, 2008
US Bank - Des Moines	March 11, 2005	770,050	4.67%	May 31, 2008
US Bank - Des Moines	April 27, 2007	1,325,000	4.51%	May 31, 2008
US Treasury - Restricted SLGS	April 27, 2007	546,235	4.86%	June 1, 2008
US Treasury - Restricted SLGS	April 27, 2007	312,625	4.74%	June 1, 2008
US Treasury - Restricted SLGS	April 27, 2007	315,622	4.79%	June 1, 2008
US Treasury - Restricted SLGS	April 27, 2007	193,456	4.35%	June 1, 2008
US Treasury - Restricted SLGS	April 27, 2007	46,212	3.81%	June 1, 2008
Boone Bank and Trust - Boone	December 28, 2007	4,041,000	4.49%	June 13, 2008
Community State Bank - Ankeny	September 17, 2007	2,000,000	5.19%	June 13, 2008
Community State Bank - Ankeny	December 28, 2007	734,000	4.50%	June 13, 2008
US Bank - Des Moines	February 25, 2007	500,000	4.20%	July 1, 2008
Community State Bank - Ankeny	September 17, 2007	750,000	5.20%	July 14, 2008
Federal Home Loan Bank	October 30, 2007	155,000	4.45%	December 28, 2008
Federal Farm Credit Bank	February 28, 2007	275,000	5.13%	April 20, 2009
US Treasury - Restricted SLGS	April 27, 2007	439,967	4.63%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	416,945	4.35%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	528,948	3.81%	June 1, 2009
US Treasury - Restricted SLGS	April 27, 2007	425,064	4.57%	June 1, 2010
US Treasury - Restricted SLGS	April 27, 2007	380,000	4.35%	June 1, 2010
ISJIT Diversified Fund		19,224,718	3.75%	Money Market
Total ISJIT Investments		\$ 71,725,487		
Grand Total of Investments		\$ 83,293,349		

Grand Total Weighted Average	4.23%
Weighted Average without SLGS	4.22%

**DES MOINES AREA COMMUNITY COLLEGE**

**Detail of Liabilities**

**January 31, 2007**

	Unrestricted General <u>Fund 1</u>	Restricted General <u>Fund 2</u>	Auxiliary <u>Fund 3</u>	Agency <u>Fund 4</u>	Scholarship <u>Fund 5</u>	Loan <u>Fund 6</u>	Plant <u>Fund 7</u>	<u>Total</u>
<b>Payables:</b>								
Trade Accounts Payable	\$ 18,972	\$ 205,272	\$ 24,747	\$ 422,768	\$ -	\$ -	\$ 13,617	\$ 685,376
Long Term Payables (Bonds)	-	60,460,000	-	-	-	-	9,045,000	69,505,000
Unamortized Discount on Bonds	-	(460,641)	-	-	-	-	(10,693)	(471,334)
Unamortized Premium on Bonds	-	201,333	-	-	-	-	17,048	218,381
Interest Payable	-	491,918	-	-	-	-	73,179	565,097
<b>Accrued Liabilities:</b>								
Wages and Salary	3,409,624	209,899	64,000	-	-	-	-	3,683,523
Accrued Vacation	1,000,000	145,000	50,000	-	-	-	10,000	1,205,000
Early Retirement - Insurance	-	3,872,914	-	-	-	-	-	3,872,914
Employee deductions and benefits	(671,387)	-	-	-	-	-	-	(671,387)
<b>Due to Other Funds:</b>	-	-	-	-	-	-	-	-
<b>Due to DMACC Foundation:</b>	-	-	-	-	-	-	-	-
<b>Deferred Revenue:</b>								
Tuition and Fees	8,678,592	-	-	-	-	-	-	8,678,592
Property Tax	-	-	-	-	-	-	-	-
Other	700	-	5,753	-	-	-	62,433	68,886
Grants and Contracts	-	-	-	-	-	-	-	-
260E Bond Retirement Revenue	-	15,932,983	-	-	-	-	-	15,932,983
260E Training Funds	-	22,751,326	-	-	-	-	-	22,751,326
260E Administrative Fees	-	2,096,784	-	-	-	-	-	2,096,784
<b>Other Liabilities:</b>								
Funds Held in Trust / Deposits	6,100	-	-	58,018	-	-	-	64,118
Fund Balance	-	-	-	1,026,755	-	-	-	1,026,755
Deferred Compensation Account	73,846	-	-	-	-	-	-	73,846
<b>Total</b>	<b>\$ 12,516,447</b>	<b>\$ 105,906,788</b>	<b>\$ 144,500</b>	<b>\$ 1,507,541</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 9,210,584</b>	<b>\$ 129,285,860</b>

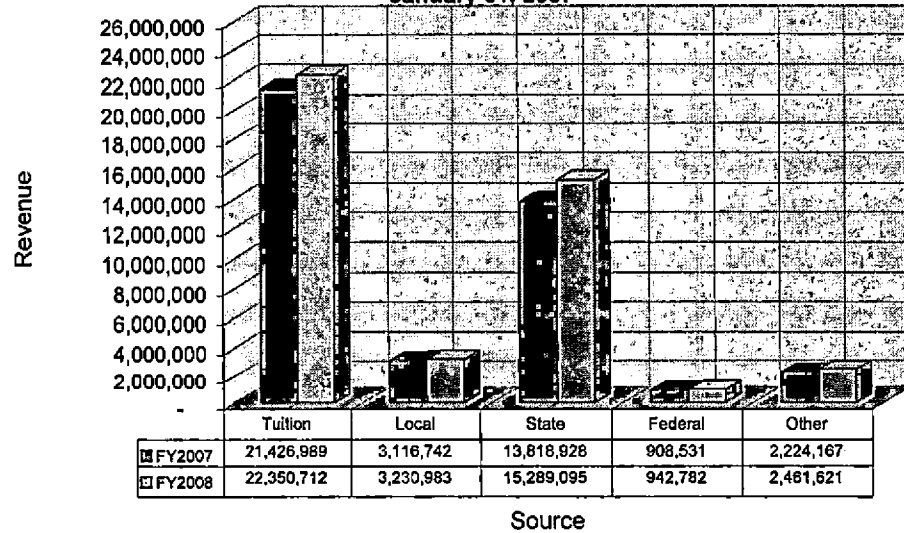
**Des Moines Area Community College**  
**Fiscal Year Ending June 30, 2008 Budget Report**  
**Summary by Fund (All Funds)**  
**For The Seven Months Ended January 31, 2007**

<u>Fund Name</u>	<u>Fund Number</u>	<u>Board Approved Budget</u>	<u>Working Budget</u>	<u>Amount Received/ Expended</u>	<u>Budget Commitments</u>	<u>Working Budget Balance</u>
<b>Revenue</b>						
Unrestricted Current	1	\$ 77,429,631	\$ 79,803,037	\$ 46,113,878		\$ 33,689,159
Restricted Current	2	35,827,074	35,983,890	14,587,953		21,395,937
Auxiliary	3	10,612,724	10,637,724	7,937,730		2,699,994
Agency	4	4,794,829	5,037,345	3,067,716		1,969,629
Scholarship	5	10,331,964	10,331,964	11,089,663		(757,699)
Loan	6	12,900	12,900	14,445		(1,545)
Plant (Note 1)	7	23,713,920	21,941,443	5,059,071		16,882,372
<b>Total Revenue</b>		<b>\$ 162,723,042</b>	<b>\$ 163,748,303</b>	<b>\$ 87,870,456</b>		<b>\$ 75,877,847</b>
<b>Expenditures</b>						
Unrestricted Current	1	\$ 77,580,274	\$ 79,893,937	\$ 45,945,334	\$ 19,327,895	\$ 14,620,708
Restricted Current	2	35,922,520	38,337,393	12,511,202	1,691,323	24,134,868
Auxiliary	3	10,841,157	11,098,870	7,614,879	1,192,323	2,291,668
Agency	4	4,740,230	5,091,256	3,281,438	896,834	912,984
Scholarship	5	10,331,964	10,331,964	11,065,455	-	(733,491)
Loan	6	12,900	12,900	-	-	12,900
Plant (Note 1)	7	25,272,760	25,103,605	5,608,186	1,206,734	18,288,685
<b>Total Expenditures</b>		<b>\$ 164,701,805</b>	<b>\$ 169,869,925</b>	<b>\$ 86,026,494</b>	<b>\$ 24,315,109</b>	<b>\$ 59,528,322</b>

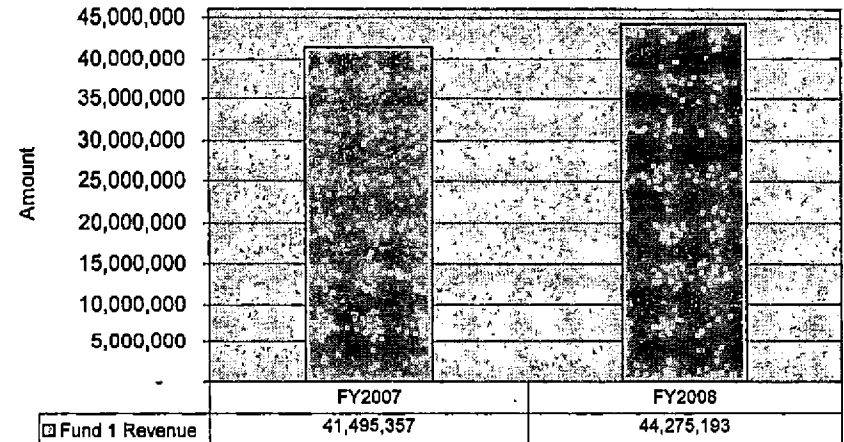
Note 1: The Plant Fund is presented on a cash basis consistent with the published budget.

Des Moines Area Community College  
Revenue Comparison With Prior Year  
For The Seven Months Ended January 31, 2007

**Fund 1 Revenue Comparison by Source  
January 31, 2007**



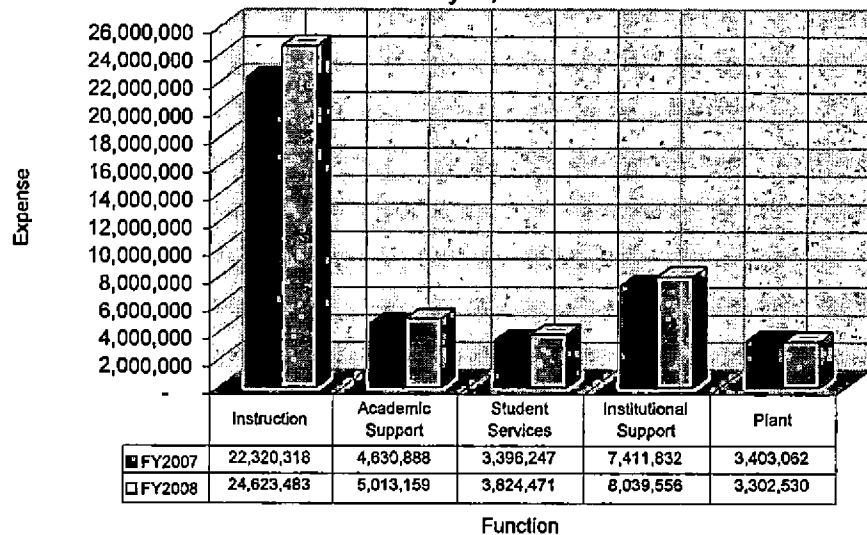
**Fund 1 Revenue  
January 31, 2007**



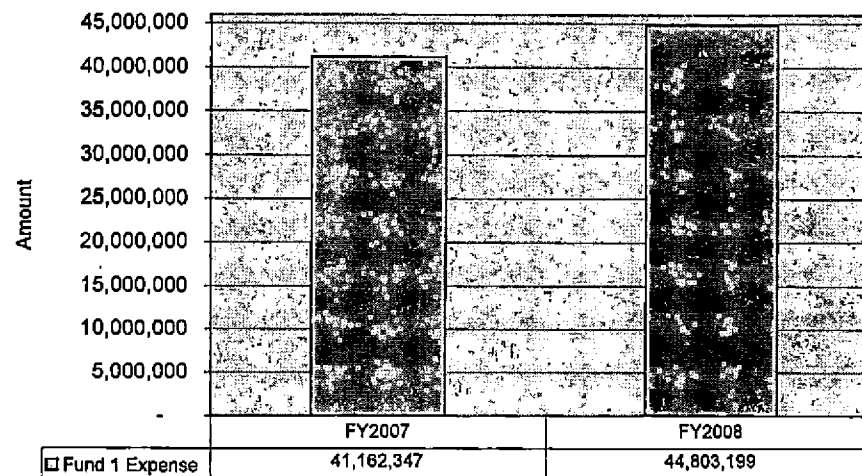


**Des Moines Area Community College  
Expense Comparison With Prior Year  
For The Seven Months Ended January 31, 2007**

**Fund 1 Expense Comparison by Function  
January 31, 2007**



**Fund 1 Expense  
January 31, 2007**



# **DMACC REVENUE AND EXPENDITURES** **(Including Transfers)** **For The 7 Months Ended January 31, 2007**

